United States Court of Appeals for the Second Circuit



EXHIBITS

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Sage Realty Corporation 437 Madison Avenue New York, N.Y. 10022

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U.S. DISTRICT COURT - S.D.N.Y. - Plaintiffs Exhibit 1 in evidence

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· 图1000000000000000000000000000000000000	Cushman & Wakefield, Inc. = Agents
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REALTY ADVISORY BOARD	NEW YORK, N.Y.

ADVISORY BOARD COPY

Date. September 20 197 2

REALTY ADVISORY BOARD ON LABOR RELATIONS, Incorporated 292 Madison Avenue New York, N. Y. 10017

Gentlemen:

We hereby assent as of ..January.lst,...1972, to the terms of the master agreement between the Realty Advisory Board on Labor Relations, Incorporated, and Local 32B of the Service Employees' International Union, A.F.L.-C.I.O., dated December 17, 1971, generally known as the 1972 Commercial Building Agreement, and authorize you to file this assent in our behalf with said union. We also agree to comply with the obligations of membership in the R.A.B. for the period covered by this Assent.

In the event that the Assent or sub-assent is filed pursuant to Article I of the 1972 Commercial Building Agreement, the sub-assentor agrees and is bound to comply with the membership requirements of the R.A.B. for all employees which said sub-assentor employs in the building (s).

LIST OF BUILDINGS

(Assent not acceptable unless all addresses of buildings, and owners' names and addresses are listed.)

ADDRESS OF BUILDING

OWNER'S NAME AND ADDRESS

127 John Screet

William Kaufman Organization 437 Madison Avenue New York, New York

Employer
Cushfield Maintenance Corp
c/o Cushman & Wakefield, Inc., Agent
529 Fifth Avenue
New York, N. Y. 10017

Very truly yours,

Name Agent

SWARE .. CUSHMAN & WAKEFIELD, INC.

By (Personal Signature). Owels.

James P. McGuire, Senio

Address. .. 529 Fifth Avenue

New York, N.Y. 10017

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RE: 77 WATER STREET ACCT. #9875

Sage Realty Corporation 437 Madison Avenue New York, N.Y. 10022

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ADVISORY BOARD COPY

Date. September 20. 1972

REALTY ADVISORY BOARD ON LABOR RELATIONS, Incorporated 292 Madison Avenue New York, N. Y. 10017

Gentlemen:

We hereby assent as of ...January.lst....1972, to the terms of the master agreement between the Realty Advisory Board on Labor Relations, Incorporated, and Local 32B of the Service Employees' International Union, A.F.L.-C.I.O., dated December 17, 1971, generally known as the 1972 Commercial Building Agreement, and authorize you to file this assent in our behalf with said union. We also agree to comply with the obligations of membership in the R.A.B. for the period covered by this Assent.

In the event that the Assent or sub-assent is filed pursuant to Article I of the 1972 Commercial Building Agreement, the sub-assentor agrees and is bound to comply with the membership requirements of the R.A.B. for all employees which said sub-assentor employs in the building (s).

LIST OF BUILDINGS

(Assent <u>not acceptable</u> unless all addresses of buildings, and owners' names and addresses are listed.)

ADDRESS OF BUILDING

OWNER'S NAME AND ADDRESS

77 Water Street

William Kaufman Organization 437 Madison Avenue New York, New York

Employer
Cushfield Maintenance Corp.
c/o Cushman & Wakefield, Inc., Agent
529 Fifth Avenue
New York, N. Y. 10017

Very truly yours,

Name Agent

OWNER. . CUSHMAN. & WAKEFIELD ... INC .

By (Personal Signature).
James P. McGui

, Senior Vice President

Address 529 Fifth Avenue ...

New York, New York 10017

REALTY ADVISORY BOARD ON LABOR RELATIONS

292 MADISON AVENUE, NEW YORK, N. Y. 10017

TELEPHONE: (212) 889-4100

January 23rd, 1975

PROSEAUER ROSE GOETZ & MENDE

1r. Melvin Kaufman c/o William Kaufman Organization Real Estate 437 Madison Avenue New York, N.Y. 10022

> Re: 437 Madison Ave.: 777 Third Ave. • 127 John St. : 77 Water St.

Dear Mr. Kaufman:

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ROOS

We are in receipt of your registered letter dated January 21, 1975 indicating your desire not to be a member of the Board and have removed your membership from the files of this Board accordingly.

Very truly yours,

JFB sp

James F. Berg

cc = Proskauer Rose Goetz & Mendelsohn Esqs.

Local 32B, S.E.I.U. AFL-CIO.

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U.S. DISTRICT COURT - S.D.N.Y. - Plaintiffs Exhibit 8 in evidence

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TO DECEMBER 31, 1974

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AGREEMENT made this 17th day of December, 1971 by and between the REALTY ADVISORY BOARD ON LABOR RELATIONS, INCORPORATED, herein called the "R.A.B.", acting on behalf of various owners of loft and office buildings and other employers who become signatory to this agreement, herein severally referred to as "Employer", and LOCAL 32B of the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, herein referred to as the "Union", acting on behalf of its members and other building service employees to whom this agreement applies and for whom it is the collective bargaining agency.

WITNESSETH:

WHEREAS, a certain agreement between the parties by its terms expired on December 31, 1971; and

WHEREAS, the R.A.B. through its committee representing loft and office buildings has negotiated an agreement with the Union covering such buildings; and

WHEREAS, the parties wish to include these terms in a written renewal agreement;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained, do hereby agree as follows:

ARTICLE I

Coverage of Agreement Sub-Contracting

- 1. This agreement shall apply to all classifications of service employees within the bargaining unit and employed in loft and office buildings in New York.
- 2. The Employer shall not make any acreement or arrangement for the performance of work and/or for the categories of work heretofore performed by employees covered by this agreement except within the provisions and limitations set forth below.
- 3. The Employer shall give advance written notice to the R.A.B. and the Union at least three (3) weeks prior to the effective date of its contracting for such services, or changing contractors, indicating name and address of the contractor.
- 4. The Employer shall require the contractor to assume this agreement and to file a sub-assent hereto with the Union through the R.A.B., and the contractor shall have all the rights and obligations of the Employer hereunder. The Union may reject said sub-assent where the contractor has not made proper payments to the Welfare and/or Pension Funds or has habitually failed to comply with labor agreements with the Union covering other buildings in the industry. A rejection of a sub-assent shall not be arbitrary.

The Employer agrees that employees then engaged in the work which is contracted out shall become employees of the initial contractor or any successor contractor, and agrees to employ er re-employ those employees working for the contractor when the contract is terminated or cancelled. This provision shall not be construed to prevent termina on of any employee's employment under other provisions of this agreement relating to illness, retirement, resignation, discharge for cause, or layoff by reason of reduction of force; however, a contractor may not reduce force or change the work schedule without first obtaining written consent from the Union, which shall not be unreasonably withheld.

If the contractor fails to comply with this agreement or the membership requirements of the R.A.B., the Employer shall be liable severally, and jointly with the contractor, for any and all damages sustained by employees or the R.A.B. as the result thereof, or for any unpaid Welfare and/or Pension contributions. The Employer's liab "by shall commence the date it receives written notice from the Union or the R.A.B. of the contractor's failure to so comply.

5. To determine those employees employed by the contractor, or any other employer, who should be members of the Union and the amounts payable to the Welfare and/or Pension Funds, the Union, and/or the Funds, independently or in coordination and cooperation, may inspect and audit all the employer's Social Security and/or payroll records, and the general ledger, which shall be made available to the Union and to the Funds upon request.

6. The Union may require of any contractor generally, or in any particular building, that monthly dues be deducted pursuant to applicable law.

ARTICLE II

Union Recognition and Union Security

1. The Union is recognished as the exclusive collective bargaining representative of commercial building employees.

2. There shall be a Union Shop throughout the term of this agreement in every building where there was a Union Shop under the 1969 Commercial Building Agreement, and in other buildings whenever it is agreed or determined that a majority of the employees in such buildings are members of or have applied for membership in the Union.

The "Union Shop" requires membership in the Union by every employee in the building as a condition of employment after the thirtieth day following employment or the effective date of this agreement, whichever is later, or in the case of newly organized buildings, after the thirtieth day following agreement or determination that the majority of the employees in the building are members of or have applied for membership in the Union, and requires that the Union shall not ask or require the Employer to discharge or otherwise discriminate against any employee except in compliance with law.

3. Whenever the Union files with the R.A.B. and the Employer, a claim that a majority of the employees in a building are members of or have made application for membership in the Union, in a commercial building, the Union Shop requirement shall be made effective within fifteen (15) days thereafter, unless the Employee or the R.A.B., within ten (10) days, notifies the Union that it requires a determination of that claim.

4. Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting any employee's discharge because he has not met the requirements of this Article, unless the Employer questions the propriety of so doing, he shall be discharged within fifteen (15) days of said notice if prior thereto he does not take proper steps to meet said requirements. If the Employer questions the propriety of the discharge, he shall immediately submit the matter to grievance, and if not thus settled, to the Arbitrator for final determination. If it is finally settled or determined that the employee has not met the said requirements, he shall be discharged within ten (10) days after written notice of the final determination has been given to the R.A.B. and the Employer, unless the employee takes proper steps to meet such requirements.

- 5. The Union will hold the Employer harmless from any liability arising from a discharge asked by the Union pursuant to this Article.
- 6. During any period in which it is not established that a majority of the employees in a building are members of, or have made application for membership in, the Union, it is agreed that all employees who, upon the date this agreement is signed for their building, are members of the Union in good standing in accordance with the Constitution and By-Laws of the Union, and all employees who thereafter become members shall, as a condition of employment, remain Union members in good standing during the life of the agreement.

ARTICLE III

Wages, Hours and Working Conditions

- 1. The wages, hours, terms and conditions of employment set forth in Schedule A of this agreement are hereby made part thereof.
- 2. Except as otherwise provided herein, for all buildings adopting this agreement within thirty (30') days from its execution, the wages set forth in Schedule A shall be effective as of January 1, 1972, and all its other te.ms and conditions shall become effective on the payroll date nearest to January 1, 1972. As to all

buildings later adopting this agreement, it shall take effect as provided in the assent.

3. No provision of this agreement shall be construed so as to lower any employee's wage. If employees in any building have in effect a practice of terms or conditions better than those provided for herein, applicable generally to them for wages, hours, sick pay, vacations, holidays, premium pay for Saturday and/or Sunday work, relief periods, jury duty, or group life insurance, such better terms or conditions shall be continued except that continuance shall be required for jury duty and group life insurance only for employees employed by the Employer on the effective date of this agreement. The Arbitrator may relieve the obligations in the preceding sentence if enforcement would work an undue hardship, injustice or inequity upon the Employer.

A change of schedules or duties, so long as required relief and luncheon periods are reasonably spaced, shall not violate this Section, provided the employee, the Union and the R.A.B. shall be given at least one week's advance written notice and such change is reasonable. However, every employee, presently working a regular Monday through Friday work week (and if any such employee leaves his job for any reason whatever, the person who fills his position) shall receive premium pay at time and one-half the regular straighttime hourly rate for any work performed by him on a Saturday or Sunday.

ARTICLE IV

Reopening for additional payments to or benefits from the Welfare Fund is provided in Article XI.

ARTICLE V Management Rights

- 1. The Union recognizes management's rights to direct and control its policies subject to the obligations of this agreement.
- 2. Employees will cooperate with management within the obligations of this agreement to facilitate efficient building operation.
- 3. If any employee is unjustly discharged, he shall be reinstated to his former position without loss of seniority or rank and without salary reduction. The Joint Industry Grievance Committee or the Arbitrator may determine whether, and to what extent, the employee shall be compensated by the Employer for time lost.
- 4. In case of reduction of force, as provided in General Clause 19 of Schedule A, Section III, the Union may invoke grievance and/or arbitration on the ground that such reduction is unreasonable.

ARTI LE

Grievant Pro dure

There shall be a Join. industry Grievance Committee and a grievance procedure:

- 1. To try to decide all issues not covered by, and not inconsistent with, any provision of this agreement and which are not required to be arbitrated under its terms.
- 2. To try to decide without arbitration, any issue between the parties which under this agreement they must submit to the Arbitrator. No issue that he referred to him unless it has been processed by the Committee without decision or the parties waive the grievance procedure.
- 3. The grie ance shall first be taken up between a representative of management and a representative of the Union. If it is not settled, it may be referred by either party to the Committee. If the issue is not heard within two weeks thereafter, either party may refer it to the Arbitrator.
- 4. The Committee shall be composed of representatives of the Union and the R.A.B., including counsel, who may be present at any meeting.
- 5. Any decision or award of the Committee shall be final and binding upon the parties, employee or employees, Employer or Employers involved, and may be confirmed as if it were an award of the Arbitrator. No oath need be

taken by the Committee, and the requirements for service of notice in the form prescribed by statute for notice of ar-

bitration, are hereby waived.

6. Any grievance, except as otherwise provided herein and except a grievance involving basic wage violations, shall be presented to the Realty Advisory Board in writing within 180 days of its occurrence, unless the Employer agrees to an extension, or for good cause shown, the Committee or the Arbitrator finds one should be granted.

ARTICLE VII Arbitration

1. An Arbitrator shall have the power to decide all differences arising bet the parties to this agreement as to interpute application or performance of any part of is agreement, and such other issues expressly required to be arbitrated before mm, including such issues as may be init, ted by the Trustees under Article XI. The Arbitrator and any successor or temperary substitute shall be chosen by the Union and the R.A.B., or if they are unable to agree, by the then Chairman of the New York State Board of Mediation, after consultation with their representatives.

2. The Arbitrator's salary and reasonable expenses shall be borne equally by the R.A.B. and the Union, except as provided in Article

XI.

3. A hearing shall be held within two (2) (tel 10) working days after either party has served written notice upon the Arbitrator, with copy to the other party, of any issue to be submitted. The Arbitrator's oath-taking, and the period, and the requirements for service of notice in the form prescribed by statute are hereby waived. A written award shall be made by the Arbitrator within ten (10) days after the hearing closes. If an award is not timely rendered, either party may demand in writing of him that the award must be made within ten (10) more days. If no decision is rendered within that time, either party may notify the Arbitrator of the termination of his office as to all issues not alr bubmitted to him. By mutual consent, the ne of both the hearing and decision may be extended in a particular case. If a party, after due written notice, defaults in appearing before the Arbitrator, the award may be rendered upon the testimony of the other party.

Due written notice means mailing, telegraphing or hand delivery to the address specified in the assent, sub-assent, and/or this agreement.

4. The procedure herein with respect to matters over which the Arbitrator has jurisdiction shall be the sole and exclusive method for the determination of all such issues, and the Arbitrator shall have the power to award appropriate remedies, the award being final and binding upon the parties and the employee or employees, Employer or Employers involved. Noth-

ing hereic shall be construed to forbid either party from resorting to court for relief from, or to enforce rights under, any award. In any proceeding to confirm an award of the Arbitrator, or of the Joint Industry Grievance Committee, service may be made by registered or certified mail, within or without the State of New York, as the case may be.

5. The R.A.B. shall be deemed a party to any proceding under this article.

George Marlin, Esq., is hereby designated as contract Arbitrator.

ARTICLE VIII No Strikes or Lockouts

1. There shall be no work stoppage, strike, lockout or picketing except as provided in Sections 2 and 3 of this Article. If this provision is violated, the matter may be submitted immediately to the Arbitrator.

2. If an Arbitrator's award against the Employer for Welfare and/or Pension Fund payments, or an award against a contractor for these or other payments is not complied with within thirteen (13) days after such award is sent by registered or certified mail to the Employer or contractor at his last known address, the Union may order a stoppage of work, strike or picketing in the building involved to enforce the award, and it may also thereby compel payment of lost wages to any employee engaged in

such activity. Upon compliance with the award and payment of lost wages, such activity shall cease.

3. The Union may order a work stoppage, strike or picketing in a building where work previously performed by members of the Union or within the Union's jurisdiction is being performed by persons outside of the bargaining unit anywhere in the building, provided that 72 hours written or telegraphic notice is given to the Employer and the R.A.B. of the Union's intention to do so.

4. The Union shall not be held liable for any violation of this Article where it appears that it has taken all reasonable steps to avoid and end the violation.

ARTICLE IX Saving Clause

If any provision of this agreement shall be held illegal or of no legal effect, it shall be deemed null and void without affecting the obligations of the balance of this agreement.

ARTICLE X Signatory Buildings

1. This agreement may be adopted by any loft or office building in New York, at any time within thirty (30) days following the date of execution of this agreement by both the Union

and R.A.B. by filing with the Union through the R.A.B. its written assent to this agreement; except that the Union may refuse any assent if the building is already legally bound by reason of an existing agreement with the Union entered into prior to December 31, 1971.

2. If there is a bona fide sele or other transfer of title of any building, or a change of control through a lease, or in the case of a non-corporate ownership, if any person or persons completely divest themselves of ownership or control by any arrangement, the successors in ownership or control may, within twenty (20) days thereafter, become a party to this agree-

ment, provided:

(a) If the building was covered by this agreement, (1) during such period there is no layoff or change in wages, hours, terms or conditions of employment therein, (2) the new owner or transferee recognizes employee seniority and vacation status; and (3) all obligations, to employees, and those pursuant to Article XI are fully paid up to the transfer date, and (4) provision is made to pay any wage underpayments retroactively, resulting from the building's proper classification under Schedule A, Section I. Any assent accepted by the Union is conditioned upon the fulfillment of said obligations.

(b) If the building was not covered by this agreement, (1) the Union or the Employer may demand arbitration concerning what wage and hour schedules are equitable, (2) wage

and hour standards prevailing in the building shall not be lowered by the adoption of this agreement, and (3) the terms and conditions of sub-section (a) shall apply.

3. If a newly constructed or remodeled building is opened for occupancy, the owner or agent may, through the R.A.B., adopt this agreement for the building within twenty (20) days from the date of issuance of the Certifi-

cate of Occupancy.

4. This Article notwithstanding, the Union may refuse to accept any assent until it represents a majority of the building service employees; and further reserves the right to such refusal where contributions for Pension and/or Welfare Funds are in default for three (3) months or more from the date payment was due, or where an award of the Arbitrator has not been complied with. The right of refusal shall not be exercised in order to require the building to become a party to any other agreement. Before so refusing any assent or taking any further action, the Union shall write to the R.A.B.

ARTICLE XI Welfare and Pension Funds

A. WELFARE FUND

1. The Employer agrees to make payments into a joint welfare trust fund, known as the "Building Service Welfare Fund", to cover

employees covered by this agreement who work regularly fourteen (14) hours or more in each workweek, including such employees of other Employers in or connected with the industry for whom contributions are paid, with welfare benefits under such provisions, rules and regulations as may be determined by the Trustees of the Fund, as provided in the Agreement and Declaration of Trust, dated March 12, 1962, provided, however, that the Employer may, by making the required payments into the Fund, cover such other of his employees as he may elect, and provided such coverage is in compliance with law and the Trust Agreement.

2. The Employer shall contribute to the Fund \$348.00 per year for each employee, payable when and how the Trustees determine, to cover employees and their dependent families with welfare benefits as agreed by the collective bargaining parties, and under such provisions, rules and regulations as may be

determined by the Trustees.

3. If on or after January 1, 1974 the Trustees find the payment provided herein insufficient to maintain benefits and to increase life insurance coverage from \$3,000 to \$4,000 they may require the parties to negotiate to determine the amounts peeded. In the event the parties are unable to reach agreement the matter shall be referred to the contract Arbitrator for determination.

4. Except as qualified by Article III, Section 3, of this agreement with respect to group life

insurance, any Employer who has a plan in effect prior to the effective date of this agreement which provides welfare benefits the equivalent of, or better than, the benefits provided for herein, and the cost of which to the Employer is at least as great, may cover his employees under his existing plan or under this Fund. If the Trustees decide the existing plan does not provide equivalent benefits, but does provide welfare benefits superior to one or more types of welfare benefits under this Fund the Employer may participate in the Fund wholly, or partially for hospitalization and surgical coverage, or hospitalization coverage, and make his payments to the Fund in the amount determined by the Trustees uniformly for all similarily participating Employers.

5. If any future applicable legislation is enacted there shall be no duplication or cumulation of coverage and the parties will negotiate such changes as may be required by law.

B. PENSION FUND

1. The Building Service Pension Fund shall continue in force and effect in accordance with its provisions, which include the power of its Trustees to revise the amounts of the pension benefits and the conditions under which benefits will be paid, and to continue to cover such employees of other employers in or connected with the industry for whom contributions are paid, provided such coverage is in compliance with law.

- 2. (a) Effective January 1, 1972 the employer shall pay into the Fund the sum of \$4.00 per week for every regular employee as defined in the Building Service Pension Plan, as it may be amended, except as indicated in Section 3 berself.
- (b) Effective January 1, 1973 the employer shall pay into the Fund the sum of \$5.00 per week for every regular employee as defined in the Building Service Pension Plan, as it may be amended, except as indicated in Section 3 hereof.
- (c) Effective January 1, 1974 the employer shall pay into the Fund the sum of \$6.00 per week for every regular employee as defined in the Building Service Pension Plan, as it may be amended, except as indicated in Section 3 hereof.
- 3. If the Employer has in effect a pension and retirement plan which has been determined to provide benefits equivalent or superior to those provided under the Building Service Pension Plan, it may continue such plan provided it continues to provide retirement benefits equivalent or superior to the benefits that are provided under the Building Service Pension Plan during the term of this agreement, and it shall be relieved of any obligation to make payments into the Fund.
- If the Employer has an existing plan, as referred to above, it shall not discontinue or reduce benefits without prior Trustee approval.

This limitation shall not apply (a) to a bona fide sale or transfer of legal or equitable title of the building, or (b) if control changes through lease or pursuant to law, or (c) to bona fide transfer of employees to another Employer, or (d) where the Employer's plan is discontinued or reduced for all employees it covers in addition to the building service employees; provided that equitable conditions satisfactory to the Trustees are accepted by the Employer, provided, however, that such conditions (1) do not require an Employer payment to the Fund exceeding an amount equal to the Fund's contributions for the total service length of each current employee, not to exceed five (5) years, (2) do not require any Employer payment to the Fund with respect to any employee entitled to vested rights under the Employer plan, which at age 65 would provide equivalent or greater benefits than the present Building Service Pension Plan, and (3) do not require, with respect to employees entitled to vested benefits under the Employer's plan less than the benefits provided for in the Building Service Pension Plan, a payment to the Fund exceeding the proportion by which the difference between the Building Service Pension Plan maximum benefit and the benefit vested in the employee bears to the maximum benefit under the Building Service Pension Plan applied to the maximum payment required under alternative (1) hereof, or (e) where the Arbitrator relieves the Employer of

this obligation because its enforcement would work an undue hardship, injustice or inequity upon the Employer.

5. In no event shall the Trustees or any of them, the Union or the R.A.B., directly or indirectly, by reason of this agreement, be understood to consent to the extinguishment, change or diminution of any legal rights, vested or otherwise, that anyone may have in the continuation in existing form of any such Employer pension plan, and the Trustees or any of them, the Union and the R.A.B. shall be held harmless by an Employer against any action brought by anyone covered under such Employer's plan asserting a claim based upon anything done pursuant to Section 4 of this Article. Notice of the pendency of any such action shall be given the Employer who may defend the action on behalf of the indemnitee.

C. PROVISIONS APPLICABLE TO BOTH FUNDS

1. If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Welfare and Pension Trust agreements, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees, and court costs.

2. The Trustees of the Funds shall make such amendments to the Trust Agreements, and shall adopt such regulations as may be required to conform to applicable law, and which shall in any case provide that employees whose work comes within the jurisdiction of the Union (which shall not be considered to include anyone in an important managerial position) may only be covered for benefits if the building in which they are employed has a collective bargaining agreement with the Union. Any dispute about the Union's jurisdiction shall be settled by its President and the R.A.B.'s Executive Vice President.

3. The Arbitrator shall resolve any failure to agree under this Article.

ARTICLE XII Disability Benefits Law Unemployment Insurance Law

1. The Employer shall cover its employees so that they shall receive maximum weekly cash benefits provided under the New York State Disability Benefits Law on a non-contributory basis, and also under the New York State Unemployment Insurance Law, whether or not such coverages are mandatory.

Failure to so cover employees makes the Employer liable to an employee for all loss of

benefits and insurance.

3. The Employer will cooperate with employees in processing their claims and shall

supply all necessary forms, properly addressed, and shall post adequate notice of places for filing claims.

ARTICLE XIII Sickness Benefits

- 1. Effective January 1,1972, any regular full-time employee with at least ONE (1) year of service (as defined in Section 3 below) in the building or with the same Employer, shall receive in a calendar year from the Employer as follows:
 - (a) If he is absent because of bona fide illness not covered by disability benefits or workmen's compensation, he shall receive for each consecutive day of absence after the first, one (1) full straight-time day's pay, up to five (5) straight-time days'
 - (b) If he receives disability benefits for illness covered by the New York State Disability Benefits Law, or if he receives only one (1) week or less benefits for illness covered by the New York State Workmen's Con at at on Act, he shall receive from the imployer up to five (5) straight-time day pay for the waiting period not covered by law.
 - (c) The amount payable under (a) and (b) above may not together exceed a total of ten (10) days in any calendar year,

at least five (5) of which must be pursuant to (b) above.

- 2. Employees who have continued employment to the end of the calendar year and have not used all sickness benefits shall be paid in the succeeding January, one-half ($\frac{1}{2}$) day's pay for each such unused day, not to exceed two and one-half ($\frac{21}{2}$) days' pay.
- For the purpose of this Article, ONE year's employment shall be reached on the first day of the calendar year following the anniversary date of employment.
- 4. All payments set forth in this Article are voluntarily assumed by the Employer in consideration of concessions made by the Union with respect to various other provisions of this agreement, and any such payment shall be deemed to be a voluntary contribution or aid within the meaning of any applicable statutory provisions.

ARTICLE XIV

Building Acquisition by Public Authority

Where a building is acquired by a public authority of any nature through condemnation, purchase or otherwise, the last owner shall guarantee the payment of termination pay and of accrued vacations due to the employees up to the date of transfer of title. The Union will, however, seek to have such authority assume the obligations for payments.

If unsuccessful and the last owner becomes liable for such payments, the amounts thereof shall be liens upon any condemnation award or on any amount received by such last owner.

ARTICLE XV Complete Agreement

This agreement constitutes the full understanding between the parties and, except as they may otherwise agree, there shall be no demand by either party for the negotiation or renegotiation of any matter covered or not covered by the provisions hereof.

ARTICLE XVI

Term of Agreement and Renewals

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This agreement shall continue in full force and effect up to and including December 31, 1974.

All economic terms of this agreement effective on or after January 1, 1973 shall, if required, be subject to Pay Board approval.

If the Pay Board fails to approve any such term the Union may on ten (10) days written notice to the R.A.B. cancel this agreement or renegotiate the economic terms of this agreement.

the parties shall enter into direct negotiations looking towards a renewal agreement.

If fifteen (15) days before this agreement expires, the parties shall not have been able to agree upon the terms of a new agreement, both parties will thereupon confer with the New York State Board of Mediation for the purpose of concatating their differences.

IN WITNESS WHERE OF, the parties have hereunto set their hands and seals the day and year first above written.

> REALTY ADVIS)RY BOARD ON LABOR RELATIONS, INCORPORATED

> > EDWARD F. GALLAHER
> > President

LOCAL 32B, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

ARTHUR L. HARCKHAM
President

SCHEDULE A

SECTION I Building Classifications

- 1. Buildings are classified as A, B, or C buildings according to the following definitions:
 - (a) Class A building Gross area of more than 200,000 square feet.
 - (b) Class & Luilding Gross area of more than 120,000 and not over 280,000 square feet.
 - (c) Class C building Gross area of less than 120,000 square feet.
- 2. Gross area of a LOFT building is the sum total of areas existing on the various floors of a loft building, including the basement space, but excluding that portion of the penthouse used for the machinery and appurtenances of the building and that portion of the basement used for the public utilities and general operation of the property.

Gross area of an entire floor shall be computed by measuring from the inside plaster surfaces of all exterior walls of space encompassed in a tenant's premises, including columns, corridors, toilets, slop sinks, elevator shafts, etc., except that space reserved for the fire tower court.

3. Gross area of an OFFICE building is the sum total of areas existing on the various floors of the building, including the basement space, but excluding that portion of the penthouse used for the machinery and appurtenances of the building and that portion of the basement used for the public utilities and general operation of the property.

Gross area of an entire floor shall be computed by measuring from the inside plaster surface of all exterior walls of space used by the tenant on the floor, including columns and corridors, but excluding toilets, porters' closets, slop sinks, elevitor shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues and stacks, and any vertical shafts and their enclosing walls. No deductions shall be made for columns, pilasters, or projections necessary to the building.

SCHEDULE A

SECTION II Wages and Hours

1. (a) Effective January 1, 1972, each employee covered hereunder shall receive a wage increase of forty-five cents (45¢) for each regular straight-time hour worked.

The classification "Assistant Starter" shall be eliminated. All employees presently classified as "Assistant Starter" shall hereafter be classified as "Starters" and receive the corresponding minimum wage rate.

(b) Effective January 1, 1973, each employee covered hereunder shall receive a wage increase of thirty cents (30¢) for each regular straight-time hour worked.

Additionally, the minimum hourly rate differential for handymen, starters and porterforeman (which shall include all employees doing similar or comparable work by whatever title known) shall be increased by five cents (5¢) respectively for each regular straighttime hour worked, to the extent necessary to bring them up to the contract minima.

(c) Effective January 1, 1974, each employee covered hereunder shall receive a wage increase of twenty-five cents (25¢) for each regular straight-time hour worked.

Additionally, the minimum hourly rate differential for handymen, starters and porterforemen (which shall include all employees doing similar or comparable work by whatever title known) shall be increased by five cents (5¢) respectively for each regular straight-time hour worked, to the extent necessary to bring them up to the contract minima.

- (d) Effective January 1, 1973 and January 1, 1974, in the event that the percentage increase in the cost of living (Consumer Price Index for the City of New York from December to December) exceeds that of the wage increase granted during the prior year, employees shall receive an additional increase in an amount equal to the difference between the negotiated wage increase and the percentage increase in the cost of living during the prior year applied to the median wage of the employees during such year.
- (e) Minimum wage rates shall be those set forth in the tables on pages 55, 56 and 57 hereof.
- 2. (a) The standard work week shall consist of five (5) consecutive days of eight (8) hours each and overtime at the rate of time and one-half the regular straight-time hourly rate shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater. There shall be no split shifts.
- (b) The weekly working hours for elevator operators and starters shall include two twenty (20) minute relief periods each day, but shall

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exclude luncheon recess of not less than forty-five (45) minutes or more than one (1) hour each day.

Continuing from January 1, 1972 to May 7, 1972 the weekly working hours for regular full-time workers other than those referred to in the paragraph above, the majority of whose hours of work fall between 7:00 P.M. and 6:00 A.M., shall include a thirty (30) minute relief and lunch period. Such period, at the Employer's option, shall be taken on the premises at a scheduled time within two (2) hours of the middle of the shift and at such suitable place compatible with building needs as may be designated by the Employer. Where such an employee now works a scheduled shift of more than eight (8) hours and up to nine (9) hours and receives a relief or lunch period at his own expense, during which time he is free to leave the premises, the Employer shall have the right to reschedule the work shift to eight (8) hours, or to pay the employee on an overtime basis for time over eight (8) hours, limited to one-half hour.

Effective May 8, 1972, employees, the majority of whose hours fall between 7 P.M. and 6 A.M. shall receive a fifteen (15) minute relief/lunch period. At the option of the employer, such employees shall, in addition to their regular pay for eight (8) hours, receive either additional straight-time pay for one-half (½) hour or be relieved one-half (½) hour earlier. This change shall in no way affect

the overtime provisions of the contract, nor affect the employer's right to reschedule hours to provide necessary continuity of coverage.

(c) Every employee shall be entitled to two (2) consecutive days off in any seven (7) days, and any work performed on such days shall be considered overtime and paid for at the rate of time and one-half.

(d) No regular full-time employee shall have his regular working hours as set forth above reduced below the standard work week in order to effect a corresponding reduction in pay.

3. Saturday and Sunday are premium days and work performed on such days shall be paid for at the rate of time and one-half the regular straight-time hourly rate of pay.

In determining whether an employee's work shift is to be considered as falling on Saturday or Sunday, for the purpose of premium pay, it is understood that the meaning of Saturday or Sunday work shall be the same as now applies or, where there is no such practice, shall be based upon the holiday premium pay practice.

4. Any employee called in to work by the Employer for any time not consecutive with his regular schedule shall be paid for at least four (4) hours of overtime.

SCHEDULE A

SECTION III General Clauses

1. Differentials.

Existing wage differentials among classes of workers within a building shall be maintained.

It is recognized that wage differentials other than those required herein may exist or arise because of wages above the minima required by this agreement. No change in such differentials shall be considered a violation of this agreement unless it appears that it results from an attempt to break down the wage structure for the building.

Where an employee possesses considerable mechanical or technical skill and devotes more than 75% of his working time in the building to work involving such skill, his wage rate shall be determined by mutual agreement between the Employer and the Union. Such employee shall receive a wage of not less than ten (\$10) dollars per week above the contract minimum rate for a handyman.

If the Employer and the Union cannot agree upon the rate of pay of such an employee, or in cases where an obvious inequity exists by reason of an employee's regular application of specialized abilities in his work, the amount or correctness of the differential may be determined by grievance and/or arbitration.

2. Pyramiding.

There shall be no pyramiding of overtime pay, holiday pay or any other premium pay. If more than one of the aforesaid are applicable, compensation shall be computed on the basis giving the greatest amount.

3. Holidays.

New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day (see General Clause 4 below), Thanksgiving Day and Christmas Day are recognized as holidays.

Employees shall receive their regular straight-time hourly rates for the normal eight (8) hour working day not worked, and if required to work on a holiday, shall receive in addition to the pay above mentioned, premium pay at the rate of time and one-half his regular straight-time hourly rate of pay for each hour worked, with a minimum of four (4) hours premium pay. Any employee who is required to work on a holiday beyond eight (8) hours shall continue to receive the compensation above provided for holiday work, namely pay at his regular straight-time rate plus premium pay at time and one-half his regular straight-time rate.

If a holiday falls on a Sunday, and is generally observed in New York City on the following Monday, Monday shall be deemed the holiday.

Any regular full-time employee ill in any payroll week in which a holiday falls is entitled to holiday pay or corresponding time off (meaning one day) if he worked at least one day during said payroll week.

Any regular full-time employee whose regular day off, or one of whose regular days off falls on a holiday, shall receive an additional day's pay therefor, or, at the option of the Employer, an extra workday off within ten (10) days immediately preceding or succeeding the holiday. If the employee receives the extra day off before the holiday and his employment is terminated for any reason whatever, he shall not be required to compensate the Employer for that day.

4. Election Day Holiday.

Any employee entitled to vote and required to work on Election Day, who gives legal notice shall be allowed two (2) hours off, such hours to be designated by the Employer, while the polls are open. Said two (2) hours shall be included in the eight (8) hour day for which such employee receives his regular straightime idle pay, but shall not be considered as hours actually worked for the purpose of premium pay.

5. Employee's Birthday.

A regular employee's birthday falling on a regular workday (or by agreement between the employee and the Employer, another day with-

in ten (10) days immediately preceding or succeeding the birthday) shall be a paid day off; or in lieu thereof, at the Employer's option, the employee shall receive an additional normal day's pay for working on that day. Whenever possible, the employee shall advise the Employer of his birthday at least two (2) weeks in advance thereof. Where such notice is untimely, the Employer shall give the employee an additional day's pay or an extra day off within thirty (30) days following such notice.

When a regular full-time employee's birthday falls on a contract holiday or on one of his regular days off, he shall receive an additional day's pay therefore, or, at the option of the Employer, an extra paid day off within ten (10) days immediately preceding or succeeding the birthday; or if required to work he shall receive a day's pay, or by agreement between the employee and the Employer, another paid day off within ten (10) days immediately preceding or succeeding the birthday, in addition to the compensation elsewhere provided herein. This shall not be considered pyramiding.

Except in a leap year, March 1 shall be considered the birthday of any employee born on February 29.

These provisions shall not apply to those buildings presently obligated to give employees more than the nine (9) contract holidays in this agreement and where the extra holiday benefits are at least the equivalent hereof.

6. Schedules.

Overtime, Saturday, Sunday and holiday work shall be evenly distributed so far as is compatible with the efficient operation of the building, except where Saturday or Sunday is a regular part of the work week. Preference for Saturday and Sunday employment shall be given to the regular full-time employees of the building.

7. Relief Men.

So-called relief men or part-time men shall be paid the same hourly rate as full-time men in the same occupational classification.

8. Method of Payment of Wages.

All wages, including overtime, shall be paid weekly in cash or by check.

If a regular pay day falls on a holiday, employees shall be paid on the day before said holiday.

9. Replacements, Seniority, Promotions, Etc.

Preference shall be given to those already employed in the building in filling vacancies and newly created positions. Such replacements shall be based primarily on seniority, but training, ability, efficiency, appearance and personality for the particular job shall also be given consideration by the Employer.

Men employed as "extras" or contingents with substantial regularity for a period of four (4) months or more, shall receive preference in steady employment, other considerations being equal.

In case of layoffs due to reduction of force, departmental schiority shall be followed except as provided in General Clause 20(c) below, with due consideration for the efficiency and special needs of the department.

In filling vacancies or newly created positions the wages shall be those prevailing and in force in the building for similar work, excluding extra pay attributable to years of service or special consideration beyond the requirements of the job which the replacement is not qualified to meet. If there be no similar work in the building the new employee shall receive a fair starting wage.

In applying the foregoing paragraphs, the judgment of the Employer shall control, subject to grievance and arbitration.

10. Leave of Absence.

Once during the term of this agreement, upon written application to the Employer and the Union, a regular full-time employee employed in the building for five (5) years or more shall be granted a leave of absence not to exceed six (6) months subject to an extension not exceeding six (6) months, in case of bona fide illness or injury whether or not covered by the New York State Workmen's

Compensation Law or New York State Disability Benefits Law. When such employee is physically and mentally able to resume work, he shall on one (1) week's prior written notice to the Employer, be then reemployed with no seniority loss.

Once in every five (5) year upon six (6) weeks' written application to Employer, a regular full-time employee employed in the building for five (5) years or more shall be granted a leave of absence for personal reasons not to exceed three (3) months. Upon his return to work, he shall be reemployed with no loss of seniority.

11. Vacations.

Every employee employed with substantial continuity in any building or by the same Employer shall receive each year a vacation with pay, as follows:

Employees who have worked	6 Months 3 working days	
Employees who have worked		
Employees who have worked	2 Years	2 weeks
Employees who have worked	5 Years	3 weeks
Employees who have worked	15 Years	4 weeks
Employees who have worked	25 Years	5 weeks

For the year 1972 only, employees who have four (4) years of service shall receive twelve (12) vacation days.

Length of employment for vacation shall be based upon the amount of vacation an employee would be entitled to on September 15th of the year in which the vacation is given, subject to grievance and arbitration where the result impreasonable.

Part-time employees regularly employed shall receive proportionate vacation allowances based on the average number of hours per week they are employed.

Firemen who have worked substantially one (1) firing season in the same building or for the same Employer, when laid off, shall be paid at least three (3) days' wages in lieu of vacation.

Firemen who have been employed more than one (1) full firing season in the same building or by the same Employer shall be considered full-time employees in computing vacations.

Regular days off and holidays falling during the vacation period shall not be counted. If a holiday falls during the employee's vacation period, he shall receive an additional day's pay therefor, or, at the Employer's option, an extra day off within ten (10) days immediately preceding or succeeding his vation.

Vacation wages shall be paid prior to the vacation period unless otherwise requested by the employee, who is entitled to actual vacation and who cannot instead be required to accept money.

When compatible with the proper operation of the building, choice of vacation periods shall be according to seniority and confined to the period beginning May 1st and ending September 15th of each year. These dates may be changed and the third vacation week may be taken at a separate time by mutual agreement of the Employer and employee.

The fourth and fifth week of vacation may, at the Employer's option, be scheduled, upon two (2) weeks' notice to the employee, for a week or two weeks other than the period when he takes the rest of his vacation.

Any employee, leaving his job for any reason, chall be entitled to a vacation accrual allowance, computed on his length of service as provided in the vacation schedule based on the elapsed period from the previous September 16th (or from the date of his employment if later employed) to the date of his leaving. Any employee who has received a vacation during the previous vacation period (May 1st through September 15th) and who leaves his job during the next vacation period under circumstances which entitle him to vacation accrual rights, shall be entitled to full vacation accrual allowances instead of on the basis of the elapsed period from the previous September 16th.

No employee leaving his position of his own accord shall be entitled to accrued vacation unless he gives five (5) working days' termination notice.

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12. Day of Rest.

Each employee shall receive at least one (1) full day of rest in every seven (7) days.

13. Uniforms and Other Apparel.

Uniforms and overalls where they have been required by the Employer or where necessary for the job shall be supplied and maintained by the Employer.

Employees doing outside work shall be furnished adequate wearing apparel for the purpose.

14. First Aid Kit.

An adequate and complete first aid kit shall be supplied and maintained by the Employer in a place readily available to all employees.

15. Fire and Flood Call.

Men when on fire and/or flood call shall be reimbursed for all loss of personal effects incurred in the line of duty.

16. Eye Glasses and Union Insignia.

Employees may wear eye glasses and the Union insignia while on duty.

17. Bulletin Board.

A bulletin board shall be furnished by the Employer exclusively for Union announcements and notices of meetings.

18. Sanitary Arrangements.

Adequate sanitary arrangements shall be maintained in every building, and individual locker and key thereto and rest room key, where rest room is provided, and soap, towels and washing facilities, shall be furnished by the Employer for all employees. The rest room and locker room shall be for the sole use of employees servicing and maintaining the building.

19. Reducing Force.

If the Employer reduces force in accordance with Article V, Section 4, he is required, in addition to their accrued vacation credits and termination pay, if any, to give employees employed for one (1) year or more one (1) week's notice of layoff or discharge, or in lieu thereof, an additional week's pay. The Union and the R.A.B. shall be given at least two (2) weeks' advance written notice of any contemplated reduction of force.

20. Termination Pay.

(a) In case of termination of employment because of the employee's physical or mental inability to perform his duties or from reduction in force occurring for reasons other than conversion of elevators to automatic operations he shall receive, in addition to accrued vacation, termination pay according to service in the building or with the same owner, whichever is greater, as follows:

Employees with:	Pay:
5 but less than 10 years	1 week!
To but less than 12 years	2 marks
12 Dut less than 15 years	3 wooks
15 but less than 17 years	6 weeks wages
17 but less than 20 years	o weeks wages
20 but less than 25 years	weeks wages
25 or more	8 weeks' wages
	0 weeks' wages

An employee physically or mentally unable to perform his duties may resign and receive the above termination pay if he submits satisfactory evidence of such inability. If the Employer does not deem the evidence satisfactory, such question may be submitted to grievance and arbitration.

(b) In case of termination of employment because of conversion of elevators to automatic operation, the employee shall receive, in addition to his accrued vacation, termination pay according to years of service in the building or with the same owner, whichever is greater, as follows:

Employees with:	
	Pay:
5 but less than 10 years	. 2 weeks' wages
10 but less than 12 years	. 4 weeks' wages
12 but less than 15 years	5 weeks' wages
15 but less than 17 years	7 weeks' wages
17 but less than 20 years	8 weeks' wages
20 Dut less than 22 years	Qurackat -
22 Dut less than 25 years	10 weeks' wa
25 or more	Il weeks' wages

- (c) The right to accept termination pay and resign where there has been a reduction in force shall be determined by seniority, i.e., termination pay shall be offered to the most senior employee, then to the next most senior and so on until accepted. If no employee accepts the offer, the least senior employee or employees shall be terminated and shall receive any applicable termination pay.
- (d) "Week's pay" in the above paragraphs means the regular straight-time weekly pay at the time of termination. If the Employer offers part-time employment to the employee entitled to termination pay, he shall be entitled to termination pay for the period of his full-time employment, and if he accepts such part-time employment, he shall be considered a new employee for all purposes. Where an employee was placed on a part-time basis or suffered a pay reduction because of a change in his work category prior to February 1, 1966, and did not receive termination pay based upon his former pay, "week's pay" shall be determined by agreement, or through grievance and arbitration.

21. Tools, Permits and Fines.

All special tools, of which the Superintendent shall keep an accurate inventory, shall be supplied, maintained and replaced by the Employer, who shall bear the expense of securing or renewing permits, licenses or certificates for specific equipment located on the Employer's

premises, and who will pay fines for the violation of any codes, ordinances, administrative regulations or statutes, except any resulting from the employee's gross negligence or willful disobedience.

22. Miltary Service.

All statutes and valid regulations about reinstatement and employment of veterans shall be observed.

The Employer and the Union will cooperate in effort to achieve the objectives of this provision. They shall also consider the institution of plans to provide training of employees to improve their skills and to enter into employment in the industry.

23. No Discrimination-Agency Fee.

There shall be no discrimnation against any present or future employee by reason of race, creed, color, national origin, union membership, or sex.

No employee shall be employed through fee charging agencies unless the Employer pays the full fee.

The Employer and the Union will cooperate with the New York State Employment Bureau in the filling of all available jobs. The Union may invoke the grievance and arbitration procedure for failure to do so.

24. Employees' Rooms.

Any employee occupying a room or apartment on the Employer's property may be charged a reasonable rental therefore, unless such occupancy is a condition of his employment, in which case no rent shall be charged.

25. Definitons.

An elevator starter differs from an elevator operator in that he does not normally operate an elevator, but his chief responsibility is to direct elevator operations and traffic in the building.

A handyman differs from an elevator operator, porter, hall man, etc., because by training and experience, he possesses a certain amount of mechanical or technical skill and devotes more than fifty (50) per cent of his working time in a building to work involving such skill.

A porter-foreman differs from a porter in that his regular responsibility is mainly to direct cleaning operations.

Others include elevator operators, porters, porter/watchmen, watchmen, security porters, security employees and all other service employees employed in the building under the jurisdiction of the Union, except those specified above.

26. Training Programs.

The Employer shall compensate at straighttime pay, any employee now employed in a building for any time required for the employee to attend any instruction or training program in connection with the securing of any license, permit or certificate required by law and by the Employer for the performance of his duties in the building.

The parties will discuss the possibility of employer contributions to the program.

27. Garnishments.

No employee shall be discharged or laid off because of the service of an income execution, unless in accordance with applicable law.

28. Death in Family.

A regular full-time employee with at least one (1) year of employment in the building shall not be required to work for a maximum of three (3) days immediately following the death of his parent, brother, sister, spouse or child, and shall be paid his regular straight-time wages for any of such three days on which he was regularly scheduled to work or entitled to holiday pay.

29. Identification.

Employees may be required to carry with them, and exhibit proof of employment on the premises. The R.A.B. and the Union may appoint a committee within thirty (30) days of the signing of this agreement to establish a system for this purpose. If such system is not timely established, either party may submit the matter to arbitration.

30. Health Center Visit.

Every regular full-time employee who has been employed in the building for one year or more shall be entitled, upon one (1) week's notice to his Employer, to take one (1) day off in each calendar year at straight-time pay to visit the Local 32B Health Center. To receive payment for so day, the employee shall exhibit a signed stonent from the Health Center.

31. Automation Employment Pool.

The President of the Union, or upon his designation, the Vice President of the Union, and the President of the R.A.B., or upon his designation, the Executive Vice President of the R.A.B., shall constitute a committee to formulate and effectuate a plan for providing employment in the industry for employees represented by the Union with long service who have not their jobs because of conversion to automatic elevators or other mechanical devices at a time when they are approaching the age and service requirements to become eligible for pension benefits.

This committee shall arrange to list such employees in a special "Automation Employment Pool", giving preference for employment to the extent practicable, in the order of their requirements for pension benefit to fill an available vacancy consistent with physical and/or mental ability and the necessary experience. The committee shall, to the fullest extent possible, obtain and keep current, information as to vacancies in employment and of new jobs available in R.A.B. member buildings covered by this agreement.

The committee shall also consider the institution of plans to provide training of employees to improve their skills and to enter into employment in the industry.

The Employer and the Union will cooperate with the committee in its efforts to achieve the objectives of this provision.

32. Death of Employee.

If any employee dies after becoming entitled to but before receiving any wage or pay hereunder, it shall be paid to his estate, or pursuant to Section 1310 of the New York Surrogate's Court Procedure Act, unless otherwise provided herein. This shall not apply to benefits under Article XI, where the rules and regulations of the Welfare and Pension Funds shall govern.

33. Governmental Decrees.

If because of legislation, governmental decree or order, any increase or benefit herein provided is in any way block d, frustrated, impeded or diminished, the Union may upon ten (10) days' notice require negotiation between the parties to take such measures and reach such revisions in the contract as may legally provide substitute benefits and improvements for the employees, at no greater cost to the Employers. If they cannot agree, the dispute shall be submitted to the Arbitrator.

34. Weather Conditions.

Where extreme cold or hot weather causes hardship to the employee in the performance of his normal duties, the Union has the right to request the Employer to revise work schedules so as to give the employee such advantage of retained heat or cold as may be compatible with the efficient operation of the building.

MINIMUM WAGE RATES JAN. 1, 1973 to DEC. 31, 1973

(40 Hour Standard Workweek of five consecutive 8-Hour Days)

OFFICE BUILDINGS

CLASS A	Regular Hourly Rate	Overtime Hourly Rate	Daily Wage	Weekly Wage	
Handyman Porter-Foreman Starter Others	\$4.4435 4.331 4.331 4.0185	\$6.66525 6.4965 6.4965 6.02775	\$35.548 34.648 34.648 32.148	\$177.74 173.24 173.24 160.74	
CLASS B					
Handyman Porter-Foreman Starter Others	\$4.4125 4.30 4.30 3.9875	\$6.61875 6.45 6.45 5.98125	\$35.30 34.40 34.40 31.90	\$176.50 172.00 172.00 159.50	
CLASS C					
Handyman Porter-Foreman Starter Others	\$4.3685 4.256 4.256 3.9435	\$6.55275 6.384 6.384 5.91525	\$34.948 34.048 34.048 31.548	\$174.74 170.24 170.24 157.74	
	LOFT BL	JILDINGS			
CLASS A					
Handyman Porter-Foreman Starter Others	\$4.3935 4.30 4.30 3.9875	\$6,59025 6.45 6.45 5.98125	\$35.148 34.40 34.40 31.90	\$175.74 172.00 172.00 159.50	
CLASS B					
Handyman Porter-Foreman Starter Others	\$4.3205 4.251 4.251 3.9385	\$6.48075 6.3765 6.3765 5.90775	\$34.564 34.008 34.008 31.508	\$172.82 170.04 170.04 157.54	
CLASS C					
Handyman Porter-Foreman Starter Others	\$4.1975 4.11 4.11 3.8975	\$6.29625 6.165 6.165 5.84625	\$33.58 32.88 32.88 31.18	\$167.90 164.40 164.40 155.90	

MINIMUM WAGE RATES JAN. 1, 1972 to DEC. 31, 1972

(40 Hour Standard Workweek of five consecutive 8-Hour Days)

OFFICE BUILDINGS

CLASS A	Regular Hourly Rate	Overtime Hearly Rate	Daily Wage	Weekly
Handyman Porter-Foreman Starter Others	\$4.0935 3.981 3.981 3.7185	\$6.14025 5.9715 5.9715 5.57775	\$32.748 31.848 31.848 29.748	Wage \$163.74 159.24 159.24 148.74
CI ASS D			20.110	110.11
CLASS B Handyman Porter-Foreman Starter Others	\$4.0625 3.95 3.95 3.6875	\$6.09375 5.925 5.925 5.53125	\$32.50 31.60 31.60 29.50	\$162.50 158.00 158.00 147.50
CLASS C				211.00
Handyman Porter-Foreman Starter Others	\$4.0185 3.906 3.906 3.6435	\$6.02775 5.859 5.859 5.46525	\$32.148 31.248 31.248 29.148	\$160.74 156.24 156.24 145.74
	LOFT BE	JILDINGS		
CLASS A				
Handyman Porter-Foreman Starter Others	\$4.0435 3.95 3.95 3.6875	\$6.06525 5.925 5.925 5.53125	\$32.348 31.60 31.60 29.50	\$161.74 158.00 158.00 147.50
CLASS B				
Handyman Porter-Foreman Starter Others	\$3.9705 3.901 3.901 3.6385	\$5.95575 5.8515 5.8515 5.45775	4 38 208 24.108	\$158.82 156.04 156.04 145.54
CLASS C				
Handyman Porter-Foreman Starter Others	\$3.8475 3.76 3.76 3.5975	\$5.77125 5.64 5.64 5.39625	\$30.78 30.08 30.08 28.78	\$153.90 150.40 150.40 143.90

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MINIMUM WAGE RATES JAN. 1, 1974 to DEC. 31, 1974

(40 Hour Standard Workweek of five consecutive 8-Hour Days)

OFFICE BUILDINGS

CLASS A	Regular Hourly Rate	Overtime Hourly Rate	Daily Wage	Weekly Wage	
Handyman Porter-Foreman Starter Others	\$4.7435 4.631 4.631 4.2685	\$7.11525 6.9465 6.9465 6.40275	\$37.948 37.048 37.048 34.148	\$189.74 185.24 185.24 170.74	
CLASS B					
Handyman Porter-Foreman Starter Others	\$4.7125 4.60 4.60 4.2375	\$7.06875 6.90 6.90 6.35625	\$37.70 36.80 36.80 33.90	\$188.50 184.00 184.00 169.50	
CLASS C					
Handyman Porter-Foreman Starter Others	\$4.6685 4.556 4.556 4.1935	\$7.00275 6.834 6.834 6.29025	\$37.348 36.448 36.448 33.548	\$186.74 182.24 182.24 167.74	
	LOFT BI	UILDINGS			
CLASS A					
Handyman Porter-Foreman Starter Others	\$4.6935 4.60 4.60 4.2375	\$7.04025 6.90 6.90 6.35625	\$37.548 36.80 36.80 33.90	\$187.74 184.00 184.00 169.50	
CLASS B					
Handyman Porter-Foreman Starter Others	\$4.6205 4.551 4.551 4.1885	\$6.93075 6.8265 6.8265 6.28275	\$36,964 36,408 36,408 33,508	\$184.82 182.04 182.04 167.54	
CLASS C					
Handyman Porter-Foreman Starter Others	\$4.4975 4.41 4.41 4.1475	\$6.74625 6.615 6.615 6.22125	\$35.98 35.28 35.28 33.18	\$179.90 176.40 176.40 165.90	
	A THE RESERVE AND A STATE OF THE PARTY OF TH				

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TO TO THE STREET TO DECEMBER 31, 1977



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AGREEMENT made this 3rd day of January, 1975 by and between the REALTY ADVISORY BOARD ON LABOR RELATIONS, INCORPORATED, herein called the "R.A.B.", acting on behalf of various owners of loft and office buildings and other employers who become signatory to this agreement, herein severally referred to as "Employer", and LOCAL 32B of the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, herein referred to as the "Union", acting on behalf of its members and other building service employees to whom this agreement applies and for whom it is the collective bargaining agency.

WITNESSETH:

WHEREAS, a certain agreement between the parties by its terms expired on December 31, 1974, and

WHEREAS, the R.A.B. through its committee representing loft and office buildings has negotiated an agreement with the Union covering such buildings; and

WHEREAS, the parties wish to include these terms in a written renewal agreement;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained, do hereby agree as follows:

ARTICLE I

Coverage of Agreement Sub-Contracting

- 1. This agreement shall apply to all classifications of service employees within the bargaining unit and employed in loft and office buildings in New York.
- 2. The Employer shall not make any agreement or arrangement for the performance of work and/or for the categories of work heretofore performed by employees covered by this agreement except within the provisions and limitations set forth below.
- 3. The Employer shall give advance written notice to the R.A.B. and the Union at least three (3) weeks prior to the effective date of its contracting for such services, or changing contractors, indicating name and address of the contractor. The contractor, within three business days of notice of its cancellation shall so notify the Union in writing.
- 4. The Employer shall require the contractor to assume this agreement and to file a sub-assent hereto with the Union through the R.A.B., and the contractor shall have all the rights and obligations of the Employer hereunder. The Union may reject said sub-assent where the contractor has not made proper payments to the Welfare, Pension and/or Training Funds or has habitually failed to comply with labor agreements with the Union covering other buildings in the industry. A rejection of a sub-assent shall not be arbitrary.

The Employer agrees that employees then engaged in the work which is contracted out shall become employees of the initial contractor or any successor contractor, and agrees to employ or re-employ those employees working for the contractor when the contract is termi-, nated or cancelled. This provision shall not be construed to prevent termination of any employee's employment under other provisions of this agreement relating to illness, retirement, resignation, discharge for cause, or layoff by reason of reduction of force; however, a contractor may not reduce force or change the work schedule without first obtaining written consent from the Union, which shall not be unreasonably withheld.

If the contractor fails to comply with this agreement or the membership requirements of the R.A.B., the Employer shall be liable severally and jointly with the contractor, for any and all damages sustained by employees or the R.A.B. as the result thereof, or for any unpaid Welfare, Pension and/or Training contributions. The Employer's liability shall commence the date it receives written notice from the Union or the R.A.B. of the contractor's failure to so comply.

- The Union may require of any contractor generally, or in any particular building, that monthly dues be deducted pursuant to applicable law.
- 6. This Article is intended to be a work preservation provision for the employees em-

ployed in a particular building. In the event that the application of this Article, or any part thereof, is held to be in violation of law, then this Article, or any part thereof, shall remain applicable to the extent permitted by law.

ARTICLE II Union Recognition and Union Security

1. The Union is recognized as the exclusive collective bargaining representative of commercial building employees.

2. There shall be a Union Shop throughout the term of this agreement in every building where there was a Union Shop under the 1972 Commercial Building Agreement, and in other buildings whenever it is agreed or determined that a majority of the employees in such buildings are members of or have applied for membership in the Union.

The "Union Shop" requires membership in the Union by every employee in the building as a condition of employment after the thirtieth day following employment or the execution date of this agreement, whichever is later, or in the case of newly organized buildings, after the thirtieth day following agreement or determination that the majority of the employees in the building are members of or have applied for membership in the Union, and requires that the Union shall not ask or require the Employer to discharge or otherwise discriminate against any employee except in compliance with law.

In the event the Union security provision of the agreement is held to be invalid, unenforceable or of no legal effect generally or with respect to any building because of interpretation or a change of federal or state statute, city ordinance or rule or decision of any government administrative body, agency or subdivision, the permissible Union security clause under such statute, decision or regulation shall be enforceable as a substitute for the Union security clause provided for herein.

3. Whenever the Union files with the R.A.B. and the Employer, a claim that a majority of the employees in a building are members of or have made application for membership in the Union, the Union Shop requirement shall be made effective within fifteen (15) days thereafter, unless the Employer or the R.A.B., within ten (10) days, notifies the Union that it requires a determination of that claim.

4. Upon receipt by the Employer of a letter from the Union's Secretary Treasurer requesting any employee's dischaute because he has not met the requirements of this Article, unless the Employer questions the propriety of so doing, he shall be discharged within fifteen (15) days of said notice if prior thereto he does not take proper steps to meet said requirements. If the Employer questions the propriety of the discharge, he shall immediately submit the matter to grievance, and if not thus settled, to the Arbitrator for final determination. If it is finally settled or determined that the employee has not met the said requirements, he

shall be discharged within ten (10) days after written notice of the final determination has been given to the R.A.B. and the Employer.

5. The Union will hold the Employer harmless from any liability arising from a discharge asked by the Union pursuant to this Article.

6. During any period in which it is not established that a majority of the employees in a building are members of, or have made application for membership in, the Union. it is agreed that all employees who, upon the date this agreement is signed for their building, are members of the Union in good standing in accordance with the Constitution and By-Laws of the Union, and all employees who thereafter become members shall, as a condition of employment, remain Union members in good standing during the life of the agreement.

ARTICLE III Wages, Hours and Working Conditions

 The wages, hours, terms and conditions of employment set forth in Schedule A of this agreement are hereby made part thereof.

2. Except as otherwise provided herein, for all buildings adopting this agreement within thirty (30) days from its execution, the wages set forth in Schedule A shall be effective as of January 1, 1975, and all its other terms and conditions shall become effective on the payroll date nearest to January 1, 1975. As to all buildings later adopting this agreement, it shall take effect as provided in the assent.

3. No provision of this agreement shall be construed so as to lower any employee's wage. If employees in any building have in effect a practice of terms or conditions better than those provided for herein, applicable generally to them for wages, hours, sick pay, vacations, holidays, premium pay for Saturday and/or Sunday work, relief periods, jury duty, or group life insurance, such better terms or conditions shall be continued only for employees employed by the Employer on the effective date of this agreement. The Arbitrator may relieve the obligations in the preceding sentence if enforcement would work an undue hardship, injustice or inequity upon the Employer.

A change of schedules or duties, so long as required relief and luncheon periods are reasonably spaced, shall not violate this Section, provided the employee, the Union and the R.A.B. shall be given at least one week's advance written notice and such change is reasonable. However, every employee, presently working a regular Monday through Friday work week (and if any such employee leaves his job for any reason whatever, the person who fills his position) shall receive premium pay at time and one-half the regular straight-time hourly rate for any work performed by him on a Saturday or Sunday.

4. The Employers in the industry shall meet and confer with Local 32B to attempt to reschedule employees' quitting time to enable groups of night workers when practicable to leave work during times so that they can arrive home safely. Upon four to agree, the matter may be referred to the R.A.B. and Local 32B collective bargaining committees for further discussion.

ARTICLE IV Reopening

Reopening for additional payments to or benefits from the Welfare Fund is provided in Article XI.

On July 1, 1976 the Union may reopen this agreement for the purpose of discussing the institution of a safety fund upon thirty (30) days' written notice to the R.A.B. prior thereto. This provision shall not be subject to the grievance and arbitration provisions of the Agreement.

ARTICLE V Management Rights

1. The Union recognizes management's rights to direct and control its policies subject to the obligations of this agreement.

Employees will cooperate with management within the obligations of this agreement to facilitate efficient building operation.

3. If any employee is unjustly discharged, he shall be reinstated to his former position without loss of seniority or rank and without salary reduction. The Joint Industry Griev-

ance Committee or the Arbitrator may determine whether, and to what extent, the enployee shall be compensated by the Employer for time lost.

4. In case of reduction of force, as provided in General Clause 20 of Schedule A, Section III, the Union may invoke grievance and/or arbitration or the ground that such reduction is unreasonable.

ARTICLE VI Grievance Procedure

There shall be a Joint Industry Grievance Committee and a grievance procedure:

- 1. To try to decide all issues not covered by, and not inconsistent with, any provision of this agreement and which are not required to be arbitrated under its terms.
- 2. To try to decide without arbitration, any issue between the parties which under this agreement they must submit to the Arbitrator. No issue shall be referred to him unless it has been processed by the Committee without decision or the Union and the R.A.B. waive the grievance procedure.
- 3. The grievance may first be taken up between a representative of management and a representative of the Union. If it is not settled, it may be referred by either party to the Committee. If a meeting on the issue is not initially scheduled within two (2) to fifteen (15) working days thereafter, either party may refer it to the Arbitrator.

- 4. The Committee shall be composed of representatives of the Union and the R.A.B., including counsel, who may be present at any meeting.
- 5. Any decision or award of the Committee shall be final and binding upon the parties, employee or employees, Employer or Employers involved, and may be confirmed as if it were an award of the Arbitrator. No oath need be taken by the Committee, and the period, and the requirements for service of notice in the form prescribed by statute for notice of arbitration, are hereby waived.

In the event a party fails to appear at a hearing after receiving due written notice, the committee may proceed with the matter and render an award.

A written award shall be rendered by the committee within ten (10) days after the hearing closes unless timely demand is made for an extension in which case the committee shall have an additional ten (10) days to make its award.

If timely award is not rendered the issue shall be submitted to the Arbitrator.

6. Any grievance, except as otherwise provided herein and except a grievance involving basic wage violations and Pension and Welfare and Training contributions as set forth in Article XI, shall be presented to the Realty Advisory Board in writing within 180 days of its occurrence, except for grievances involving

suspension without pay or discharge which shall be presented within sixtey (60) days, unless the Employer agrees to an extension, or for good cause shown, the Committee or the Arbitrator finds one should be granted.

7. All reasonable expenses incurred by the Joint Industry Grievance Committee shall be borne equally by the R.A.B. and the Union, except as provided in Article XI.

ARTICLE VII Arbitration

- 1. An Arbitrator shall have the power to decide all differences arising between the parties to this agreement as to interpretation, application or performance of any part of this agreement, and such other issues as are expressly required to be arbitrated before him, including such issues as may be initiated by the Trustees under Article XI. The Arbitrator and any successor or temporary substitute shall be chosen by the Union and the R.A.B., or if they are unable to agree, by the then Chairman of the New York State Board of Mediation, after consultation with their representatives.
- 2. The Arbitrator's salary and reasonable expenses shall be borne equally by the R.A.B. and the Union, except as provided in Article XI.
- 3. A hearing shall be initially scheduled within two (2) to fifteen (15) working days after either party has served written notice

upon the Arbitrator, with copy to the other party, of any issue to be submitted. The Arbitrator's oath-taking, and the period, and the requirements for service of notice in the form prescribed by statute are hereby waived. A written award shall be made by the Arbitrator within ten (10) days after the hearing closes. If an award is not timely rendered, either party may demand in writing of him that the award must be made within ten (10) more days. If no decision is rendered within that time, either party may notify the Arbitrator of the termination of his office as to all issues not already submitted to him. By mutual consent, the time of both the hearing and decision may be extended in a particular case. If a party, after due written notice, defaults in appearing before the Arbitrator, the award may be rendered upon the testimony of the other party.

Due written notice means mailing, telegraphing or hand delivery to the address specified in the assent, sub-assent, and/or this agreement.

4. The procedure herein with respect to matters over which the Arbitrator has jurisdiction shall be the sole and exclusive method for the determination of all such issues, and the Arbitrator shall have the power to award appropriate remedies, the award being final and binding upon the parties and the employee or employees, Employer or Employers involved. Nothing herein shall be construed to forbid either party from resorting to court for relief from, or to enforce rights under, any award. In any proceeding to confirm an award of the Arbi-

trator, or of the Joint Industry Grievance Committee, service may be made by registered or certified mail, within or without the State of New York, as the case may be

5. Grievants attending grievances and arbitrations shall be paid their regularly scheduled hours during such attendance.

6. The R.A.B. shall be deemed a party to any proceding under this article.

7. George Marlin, Esq., is hereby designated as contract Arbitrator.

ARTICLE VIII No Strikes or Lockouts

- 1. There shall be no work stoppage, strike, lockout or picketing except as provided in Sections 2 and 3 of this Article. It this provision is violated, the matter may be submitted immediately to the Arbitrator.
- 2. If a judgment or Arbitrator's award against the Employer for Welfare, Pension and/or Training Fund payments, or an award or judgment against a contractor for these or other payments is not complied with within thirteen (13) days after such award is sent by registered or certified mail to the Employer or contractor at his last known address, the Union may order a stoppage of work, strike or picketing in the building involved to enforce the award or judgment, and it may also thereby compel payment of lost wages to any employee engaged in such activity. Upon compliance

with the award or judgment and payment of lost wages, such activity shall cease.

- 3. The Union may order a work stoppage, strike or picketing in a building where work previously performed by members of the Union or within the Union's jurisdiction is being performed by persons outside of the bargaining unit anywhere in the building, provided that 72 hours written or telegraphic notice is given to the Employer and the R.A.B. of the Union's intention to do so.
- 4. The Union shall not be held liable for any violation of this Article where it appears that it has taken all reasonable steps to avoid and end the violation.

ARTICLE IX Saving Clause

If any provision of this agreement shall be held illegal or of no legal effect, it shall be deemed null and void without affecting the obligations of the balance of this agreement.

ARTICLE X Signatory Euildings

1. This agreement may be adopted by any loft or office building in New York, at any time within thirty (30) days following the date of execution of this agreement by both the Union and R.A.B. by filing with the Union through the R.A.B. its written assent to this agreement; except that the Union may refuse any assent

if the building is already legally bound by reason of an existing agreement with the Union entered into prior to December 31, 1974.

- 2. If there is a bona fide sale or other transfer of title of any building, or a change of control through a lease, or in the case of a noncorporate ownership, if any person or persons completely divest themselves of ownership or control by any arrangement, the successors in ownership or control may, within twenty (20) days thereafter, become a party to this agreement, provided:
- (a) If the building was covered by this agreement, (1) during such period there is no layoff or change in wages, hours, terms or conditions of employment therein, (2) the new owner or transferee recognizes employee seniority and vacation status; and (3) all obligations, to employees, and those pursuant to the Welfare, Pension and/or Training Funds are fully paid up to the transfer date, and (4) provision is made to pay retroactively any wage underpayments, resulting from the building's proper clasification under Schedule A, Section I. Any assent accepted by the Union is conditioned upon the fulfillment of said obligations.
- (b) If the building was not covered by this agreement, (1) the Union or the Employer may demand arbitration concerning what wage and hour schedules are equitable, (2) wage and hour standards prevailing in the building shall not be lowered by the adoption of this

agreement, and (3) the terms and conditions of sub-section (a) shall apply.

- 3. If a newly constructed or remodeled building is opened for occupancy, the owner or agent may, through the R.A.B., adopt this agreement for the building within twenty (20) days from the date of issuance of the Certificate of Occupancy.
- 4. This Article notwithstanding, the Union may refuse to accept any assent until it represents a majority of the building service employees; and further reserves the right to such refusal where contributions for Pension, Welfare and/or Training Funds are in default for three (3) months o. more from the date payment was due, or where an award of the Arbitrator has not been complied with. The right of refusal shall not be exercised in order to require the building to become a party to any other agreement. Before so refusing any assent or taking any further action, the Union shall notify the R.A.B. in writing.

ARTICLE XI

Welfare, Pension and Training Funds

A. WELFARE FUND

1. The Employer agrees to make payments into a joint welfare trust fund, known as the "Building Service Welfare Fund", to cover employees covered by this agreement who work regularly fourteen (14) hours or more in each workweek, including such employees of other Employers in or connected with the industry

for whom contributions are paid, with welfare benefits under such provisions, rules and regulations as may be determined by the Trustees of the Fund, as provided in the Agreement and Declaration of Trust, dated March 12, 1964 or in any successor Trust Agreements or amendments thereto; provided, however, that the Employer may, by making the required payments into the Fund, cover such other of his employees as he may elect, and provided such coverage is in compliance with law and the Trust Agreement.

- 2. The Employer shall contribute to the Fund \$480.00 per year for each employee, payable when and how the Trustees determine, to cover employees and their dependent families with welfare benefits as agreed by the collective bargaining parties, and under such provisions, rules and regulations as may be determined by the Trustees.
- 3. If on or after July 1, 1976, the Trustees find the payment provided herein insufficient to maintain benefits and to increase life insurance coverage from \$4,000 to \$5,000, they may require the parties to negotiate to determine the amounts needed. In the event the parties are unable to reach agreement the matter shall be referred to the contract Arbitrator for determination.
- 4. Except as qualified by Article III, Section 3, of this agreement with respect to group life insurance, any Employer who has a plan in effect prior to the effective date of this agree-

ment which provides welfare benefits the equivalent of, or better than, the benefits provided for herein, and the cost of which to the Employer is at least as great, may cover his employees under his existing plan or under this Fund. If the Trustees decide the existing plan does not provide equivalent benefits, but does provide welfare benefits superior to one or more types of welfare benefits under this Fund the Employer may participate in the Fund wholly, or partially for hospitalization and/or surgical coverage, and make his payments to the Fund in the amount determined by the Trustees uniformly for all similarly participating Employers.

5. If any future applicable legislation is enacted there shall be no duplication or cumulation of coverage and the parties will negotiate such changes as may be required by law.

B. PENSION FUND

- 1. The Building Service Pension Fund shall continue in force and effect in accordance with its provisions, which include the power of its Trustees to revise the amounts of the pension benefits and the conditions under which benefits will be paid, and to continue to cover such employees of other employers in or connected with the industry for whom contributions are paid, provided such coverage is in compliance with law and the Trust Agreement.
- 2. (a) Effective January 1, 1975 the employer shall pay into the Fund the sum of \$6.00 per week for every regular employee as defined

in the Building Service Pension Plan, as it may be amended, except as provided in Section 3 hereof.

- (b) Effective January 1, 1976 the employer shall pay into the Fund the sum of \$7.00 per week for every regular employee as defined in the Building Service Pension Plan, as it may be amended, except as provided in Section 3 hereof.
- (c) Effective Janua, y 1, 1977 the employer shall pay into the Fund he sum of \$8.00 per week for every regular employee as defined in the Building Service Pension Plan, as it may be amended, except as provided in Section 3 hereof.
- 3. If the Employer has in effect a pension and retirement plan which has been determined to provide benefits equivalent or superior to those provided under the Building Service Pension Plan, it may continue such plan provided it continues to provide retirement benefits equivalent or superior to the benefits that are provided under the Building Service Pension Plan during the term of this agreement, and it shall be relieved of any obligation to make payments into the Fund.
- 4. If the Employer has an existing plan, as referred to above, it shall not discontinue or reduce benefits without prior Trustee approval. This limitation shall not apply (a) to a bona fide sale or transfer of legal or equitable title of the building, or (b) if control changes through lease or pursuant to law, or (c) to

bona fide transfer of employees to another Employer, or (d) where the Employer's plan is discontinued or reduced for all employees it covers in addition to the building service employees; provided that equitable conditions satisfactory to the Trustees are accepted by the Employer, and provided, that such conditions (1) do not require an Employer payment to the Fund exceeding an amount equal to the Fund's contributions for the total service length of each current employee, not to exceed five (5) years, (2) do not require any Employer payment to the Fund with respect to any emplovee entitled to vested rights under the Employer plan, which at retirement age would provide equivalent or greater benefits than the present Building Service Pension Plan, and (3) do not require, with respect to employees entitled to vested benefits under the Employer's plan less than the benefits provided for in the Building Service Pension Plan, a payment to the Fund exceeding the proportion by which the difference between the Building Service Pension Plan maximum benefit and the benefit vested in the employee bears to the maximum benefit under the Building Service Pension Plan applied to the maximum payment required under alternative (1) hereof, or (e) where 'he Arbitrator relieves the Employer of this obligation because its enforcement would work an undue hardship, injustice or inequity upon the Employer.

5. In no event shall the Trustees or any of them, the Union or the R.A.B., directly or in-

directly, by reason of this agreement, be understood to consent to the extinguishment, change or diminution of any legal rights, vested or otherwise, that anyone may have in the continuation in existing form of any such Employer pension plan, and the Trustees or any of them, the Union and the R.A.B. shall be held harmless by an Employer against any action brought by anyone covered under such Employer's plan asserting a claim based upon anything done pursuant to Section 4 of this Article. Notice of the pendency of any such action shall be given the Employer who may defend the action on behalf of the indemnitee.

C. EDUCATIONAL AND TRAINING FUND

Effective January 1, 1975, the Employer will contribute seventy-five (75) cents per quarter for each employee to the Thomas Shortman Educational and Training Fund.

D. PROVISIONS APPLICABLE TO ALL FUNDS

1. If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Funds' trust agreements, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees, and court costs.

- 2. The Trustees of the Funds shall make such amendments to the Trust Agreements, and shall adopt such regulations as may be required to conform to applicable law, and which shall in any case provide that employees whose work comes within the jurisdiction of the Union (which shall not be considered to include anyone in an important managerial position) may only be covered for benefits if the building in which they are employed has a collective bargaining agreement with the Union. Any dispute about the Union's jurisdiction shall be settled by its President and the R.A.B.'s Executive Vice President.
- 3. The Arbitrator shall resolve any failure to agree under this Article.

ARTICLE XII Disability Benefits Law Unemployment Insurance Law

- 1. The Employer shall cover its employees so that they shall receive maximum weekly cash benefits provided under the New York State Disability Benefits Law on a non-contributory basis, and also under the New York State Unemployment Insurance Law, whether or not such coverages are mandatory.
- 2. Failure to so cover employees makes the Employer liable to an employee for all loss of benefits and insurance.
- 3. The Employer will cooperate with employees in processing their claims and shall

supply all necessary forms, properly addressed, and shall post adequate notice of places for filing claims.

ARTICLE XIII Sickness Benefits

1. Effective January 1, 1975, any regular full-time employee with at least ONE (1) year of service (as defined in Section 3 below) in the building or with the same Employer, shall receive in a calendar year from the Employer ten (10) paid sick days per year from the first day of bona fide illness.

The employee shall receive the above sick pay whether or not such illness is covered by New York State Disability Benefits Law or the New York State Workmen's Compensation Act; however, there shall be no pyramiding or duplication of Disability Benefits and/or Workmen's Compensation Benefits with sick pay.

2. Effective January 1, 1975, employees who have continued employment to the end of the calendar year and have not used all sickness benefits shall be paid in the succeeding January, one-half (½) day's pay for each such unused day, not to exceed five (5) days' pay.

3. For the purpose of this Article, ONE (1) year's employment shall be reached on the anniversary date of employment.

Employees who complete ONE (1) year of service after January 1, shall receive a pro rata

share of sickness benefits for the balance of the calendar year.

4. All payments set forth in this Article are voluntarily assumed by the Employer, in consideration of concessions made by the Union with respect to various other provisions of this agreement, and any such payment shall be deemed to be a voluntary contribution or aid within the meaning of any applicable statutory provisions.

ARTICLE XIV Building Acquisition by Public Authority

Where a building is acquired by a public authority of any nature through condemnation, purchase or otherwise, the last owner shall guarantee the payment of termination pay and of accrued vacations due to the employees up to the date of transfer of title. The Union will, however, seek to have such authority assume the obligations for payments. If unsuccessful and the last owner becomes liable for such payments, the amounts thereof shall be liens upon any condemnation award or on any amount received by such last owner.

ARTICLE XV Complete Agreement

This agreement constitutes the full understanding between the parties and, except as they may otherwise agree, there shall be no demand by either party for the negotiation or renegotiation of any matter covered or not covered by the provisions hereof.

ARTICLE XVI

Term of Agreement and Renewals

This agreement shall continue in full force and effect up to and including December 31, 1977.

Sixty (60) days before said expiration date, the parties shall enter into direct negotiations looking towards a renewal agreement.

If fifteen (15) days before this agreement expires, the parties shall not have been able to agree upon the terms of a new agreement, both parties will thereupon confer with the New York State Board of Mediation for the purpose of conciliating their differences.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

> REALTY ADVISORY BOARD ON LABOR RELATIONS, INCORPORATED

> > CHRISTOPHER N. CARSON

President

LOCAL 32B,
SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO
ARTHUR L. HARCKHAM, K.M.
President

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CHEDULE A

SECTION I

Building Classifications

- 1 Buildings are classified as A, B, or C Lini dings according to the following definitions:
 - (a) Class A building Gross area of more than 280,000 square feet.
 - (b) Class B building Gross area of more than 120,000 and not over 280,000 square feet.
 - (c) Class C building Gross area of less than 120,000 square feet.
- 2. Gross area of a LOFT building is the sum total of areas existing on the various floors of a loft building, including the basement space, but excluding that portion of the penthouse used for the machinery and appurtenances of the building and that portion of the basement used for the public utilities and general operation of the property.

Gross area of an entire floor shall be computed by measuring from the inside plaster surfaces of all exterior walls of space encompassed in a tenant's premises, including columns, corridors, toilots, slop anks, elevator shafts, etc., except that space reserved for the fire tower court.

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3. Gross area of an OFFICE building is the sum total of areas existing on the various floors of the building, including the basement space, but excluding that portion of the penthouse used for the machinery and appurtenances of the building and that portion of the basement used for the public utilities and general operation of the property.

Gross area of an entire floor shall be com-

Gross area of an entire floor shall be computed by measuring from the inside plaster surface of all exterior walls of space used by the tenant on the floor, including columns and corridors, but excluding toilets, porters' closets, slop sinks, elevator shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues and stacks, and any vertical shafts and their enclosing walls. No deductions shall be made for columns, pilasters, or projections necessary to the building.

SCHEDULE A

SECTION II Wages and Hours

- 1. (a) Effective January 1, 1975, each employee covered hereunder shall receive a wage increase of fifty cents (50¢) for each regular straight-time hour worked.
- (b) Effective January 1, 197 ℓ , each employee covered hereunder shan receive a wage increase of thirty-seven and one-half cents $(371/2\,e)$ for each regular straight-time hour worked.

Additionally, the minimum hourly rate differential for handymen, starters and porterforeman (which shall include all employees doing similar or comparable work by whatever title known) shall be increased by five cents (5¢) respectively for each regular straighttime hour worked, to the extent necessary to bring them up to the contract minima.

- (c) Effective January 1, 1977, each employee covered hereunder shall receive a wage increase of thirty-seven and one-half cents (37½¢) for each regular straight-time hour worked.
- (d) 1 Effective January 1, 1976 in the event that the percentage increase in the cost of living (Consumer Price Index for the City of New York) from November, 1974 to November, 1975, exceeds 12%, then, in that

event, an increase of \$.03 per hour for each full 1% increase in the cost of living in excess of 12% shall be granted effective for the first full work week commencing after January 1, 1976. In no event shall said increase pursuant to this provision exceed \$.09 per hour. In computing increases in the cost of living above 12%, less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minima.

- 2 Effective January 1, 1977 in the event that the percentage increase in the cost of living (Consumer Price Index for the City of New York) from November, 1975 to November, 1976, exceeds 10%, then, in that event, an increase of \$.03 per hour for each full 1% increase in the cost of living in excess of 10% shall be granted effective for the first full work week commencing after January 1, 1977. In no event shall said increase pursuant to this provision exceed \$.15 per hour. In computing increases in the cost of living above 10%, less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minima.
- (e) Minimum wage rates shall be those set forth in the tables on pages 57, 58 and 59 hereof.
- 2. (a) The standard work week shall consist of five (5) consecutive days of eight (8) hours each and overtime at the rate of time

and one-half the regular straight-time hourly rate shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater. There shall be no split shifts.

(b) The weekly working hours for elevator operators and starters shall include two twenty (20) minute relief periods each day, but shall exclude luncheon recess of not less than forty-five (45) minutes or more than one (1) hour each day.

Employees, other than those referred to in the paragraph above, the majority of whose hours fall between 7 P.M. and 6 A.M. shall receive a fifteen (15) minute relief/lunch period. At the option of the employer, such employees shall, in addition to their regular pay for eight (8) hours, receive either additional straight-time pay for one-half (½) hour or be relieved one-half (½) hour earlier. This change shall in no way affect the overtime provisions of the contract, nor affect the employer's right to reschedule hours to provide necessary continuity of coverage.

- (c) Every employee shall be entitled to two (2) consecutive days off in any seven (7) days, and any work performed on such days shall be considered overtime and paid for at the rate of time and one-half.
- (d) No regular full-time employee shall have his regular working hours as set forth above reduced below the standard work week

in order to effect a corresponding reduction in pay.

3. Saturday and Sunday are premium days and work performed on such days shall be paid for at the rate of time and one-half the regular straight-time hourly rate of pay.

In determining whether an employee's work shift is to be considered as falling on Saturday or Sunday, for the purpose of premium pay, it is understood that the meaning of Saturday or Sunday work shall be the same as now applies or, where there is no such practice, shall be based upon the holiday premium pay practice.

- 4. Any employee called in to work by the Employer for any time not consecutive with his regular schedule shall be paid for at least four (4) hours of overtime.
- 5. To desermine those employees employed by a contractor, or any other employer, who should be members of the Union and the amounts payable to the Welfare, Pension and/or Training Funds, the Union, and/or the Funds, independently or in coordination and cooperation, may inspect and audit all the employer's Social Security and/or payroll records, and the general ledger, which shall be made available to the Union and to the Funds upon request.

SCHEDULE A

SECTION III General Clauses

1. Differentials.

Existing wage differentials among classes of workers within a building shall be maintained.

It is recognized that wage differentials other than those required herein may exist or arise because of wages above the minima required by this agreement. No change in such differentials shall be considered a violation of this agreement unless it appears that it results from an attempt to break down the wage structure for the building.

Where an employee possesses considerable mechanical or technical skill and devotes more than 75% of his working time in the building to work involving such skill, his wage rate shall be determined by mutual agreement between the Employer and the Union. Such employee shall receive a wage of not less than ten (\$10) dollars per week above the contract minimum rate for a handyman.

If the Employer and the Union cannot agree upon the rate of pay of such an employee, or in cases where an obvious inequity exists by reason of an employee's regular application of specialized abilities in his work, the amount or correctness of the differential may be determined by grievance and/or arbitration.

2. Pyramiding.

There shall be no pyramiding of overtime pay, sick pay, holiday pay or any other premium pay. If more than one of the aforesaid are applicable, compensation shall be computed on the basis giving the greatest amount.

3. Holidays.

New Year's Day, Lincoln Pinhlay (see paragraph 4 below), Wa hington's Birthday, Memorial Day, Independent Day, Labor Day, Columbus Day, Election Day Thanksgiving Day and Christmas Day are recognized as holidays.

Employees shall receive their regular straight-time hourly rates for the normal eight (8) hour working day not worked, and if required to work on a holiday, shall receive in addition to the pay above mentioned, premium pay at the rate of time and one-half their regular straight-time hourly rate of pay for each hour worked, with a minimum of four (4) hours premium pay. Any employee who is required to work on a holiday beyond eight (8) hours shall continue to receive the compensation above provided for holiday work, namely pay at his regular straight-time rate plus premium pay at time and one-half his regular straight-time rate.

If a holiday falls on any day during the week and is generally observed in New York City on a Monday, Monday shall be deemed the holiday. Any regular full-time employee ill in any payroll week in which a holiday falls is entitled to holiday pay or corresponding time off (meaning one day) if he worked at least one day during said payroll week.

Any regular full-time employee whose regular day off, or one of whose regular days off falls on a holiday, shall receive an additional day's pay therefor, or, at the option of the Employer, an extra workday off within ten (10) days immediately preceding or succeeding the holiday. If the employee receives the extra day off before the holiday and his employment is terminated for any reason whatever, he shall not be required to compensate the Employer for that day.

4. Lincoln's Birthday or Alternate Holiday.

With respect to Lincoln's Birthday, the Union and the Employer may agree no later than thirty (30) days prior to Lincoln's Birthday to subsitute another day during the calendar year as the recognized holiday.

5. Voting Time.

Election Day is a recognized holiday and any employee who is required to work and gives legal notice shall be allowed two (2) hours off, such hours to be designated by the Employer, while the polls are open. Said two (2) hours shall be included in the eight (8) hour day for which such employee receives his regular straight-time idle pay, but shall not

be considered as hours actually worked for the purpose of premium pay.

6. Employee's Birthday.

A regular employee's birthday falling on a regular workday (or by agreement between the employee and the Employer, another day within ten (10) days immediately preceding or succeeding the birthday) shall be a paid day off; or in lieu thereof, at the Employer's option, the employee shall receive an additional normal day's pay for working on that day. Whenever possible the employee shall advise the Employer of his birthday at least two (2) weeks in advance thereof. Where such notice is untimely, the Employer shall give the employee an additional day's pay or an extra day off within thirty (30) de's following such notice.

When a regular full-time employee's birth-day falls on a contract holiday or on one of his regular days off, he shall receive an additional day's pay therefore, or, at the option of the Employer, an extra paid day off within ter (10) days immediately preceding or succeeding the birthday; or if required a work he shall receive a day's pay, or by agreement atween the employee and the Employer, another paid day off within ten (10) days immediately preceding or succeeding the birthday, in addition to the compensation elsewhere provided herein. This shall not be considered pyramiding.

Except in a leap year, March 1 shall be considered the birthday of any employee born on February 29.

These provisions shall not apply to employees in those buildings in cases where the Employer is obligated to give such employees more than the ten (10) contract holidays in this agreement and where the extra holiday benefits are at least the equivalent hereof.

7. Schedules.

Overtime, Saturday, Sunday and holiday work shall be evenly distributed so far as is compatible with the efficient operation of the building, except where Saturday or Sunday is a regular part of the work week. Preference for Saturday and Sunday employment shall be given to the regular full-time employees of the building.

8. Relief Employees.

So-called relief or part-time employees shall be paid the same hourly rate as full-time employees in the same occupational classification.

9. Method of Payment of Wages.

All wages, including overtime, shall be paid weekly in cash or by seeck, with an itemized statement of payroll deductions.

If a regular pay day falls on a holiday, employees shall be paid on the day before.

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10. Replacements, Seniority, Promotions, Recall, Etc.

Preference shall be given to those already employed in the building in filling vacancies and newly created positions. Such replacements shall be based primarily on seniority, but training, ability, efficiency, appearance and personality for the particular job shall also be given consideration by the Employer.

Anyone employed as an "extra" or contingent with substantial regularity for a period of four (4) months or more, shall receive preference in steady employment, other considerations being equal.

In case of layoffs due to reduction of force, departmental seniority shall be followed except as provided in General Clause 21(c) below, with due consideration for the efficiency and special needs of the department.

In filling vacancies or newly created positions the wages shall be those prevailing and in force in the building for similar work, excluding extra pay attributable to years of service or special consideration beyond the requirements of the job which the replacement is not qualified to mer. If there be no similar work in the building the new employee shall receive a fair starting wage.

In applying the foregoing paragraphs, the judgment of the Employer shall control, subject to grievance and arbitration.

The Employer shall give consideration to laid off employees for re-employment; this sentence is not subject to arbitration, but may be grieved.

11. Leave of Absence.

Once during the term of this agreement, upon written application to the Employer and the Union, a regular full-time employee employed in the building for five (5) years or more shall be granted a leave of absence not to exceed six (6) months subject to an extension not exceeding six (6) months, in case of bona fide illness or injury whether or not covered by the New York State Workmen's Compensation Law or New York State Disability Benefits Law. When such employee is physically and mentally able to resume work, he shall on one (1) week's prior written notice to the Employer, be then reemployed with no seniority loss.

Once in every five (5) years, upon six (6) weeks' written application to the Employer, a regular full-time employee employed in the building for five (5) years or more shall be granted a leave of absence for personal reasons not to exceed three (3) months. Upon his return to work, he shall be reemployed with no loss of seniority.

12. Vacations.

Every employee employed with substantial continuity in any building or by the same Employer shall receive each year a vacation with pay, as follows:

Employees who have worked	6 Months 3 work	ing davs
Employees who have worked		1 week*
Employees who have worked		2 weeks
Employees who have worked		3 weeks
Employees who have worked		4 weeks
Employees who have worked		5 weeks

* Effective January 1, 1977 the vacation schedule shall be modified to provide for two (2) weeks vacation with pay after one year's service.

Length of employment for vacation shall be based upon the amount of vacation an employee would be entitled to on September 15th of the year in which the vacation is given, subject to grievance and arbitration where the result is unreasonable.

Part-time employees regularly employed shall receive proportionate vacation allowances based on the average number of hours per week they are employed.

Firemen who have worked substantially one (1) firing season in the same building or for the same Employer, when laid off, shall be paid at least three (3) days' wages in lieu of vacation.

Firemen who have been employed more than one (1) full firing season in the same building or by the same Employer shall be considered full-time employees in computing vacations.

Regular days off and holidays falling during the vacation period shall not be counted. If a holiday falls during the employee's vacation period, he shall receive an additional day's pay therefor, or, at the Employer's option, an extra day off within ten (10) days immediately preceding or succeeding his vacation.

Vacation wages shall be paid prior to the vacrtion period unless otherwise requested by the employee, who is entitled to actual vacation and who cannot instead be required to accept money.

When compatible with the proper operation of the building, choice of vacation periods shall be according to seniority and confined to the period beginning May 1st and ending September 15th of each year. These dates may be changed and the third vacation week may be taken at a separate time by mutual agreement of the Employer and employee.

The fourth and fifth week of vacation may, at the Employer's option, be scheduled, upon two (2) weeks' notice to the employee, for a week or two weeks other than the period when he takes the rest of his vacation.

Any employee, leaving his job for any reason, shall be entitled to a vacation accrual allowance, computed on his length of service as provided in the vacation schedule based on the elapsed period from the previous September 16th (or from the date of his employment if later employed) to the date of his leaving. Any employee who has received a vacation during the previous vacation period (May 1st

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through September 15th) and who leaves his job during the next vacation period under circumstances which entitle him to vacation accrual rights, shall be entitled to full vacation accrual allowances instead of on the basis of the elapsed period from the previous September 16th. Any employee who has received no vacation and has worked at least six (6) months before leaving his job shall be entitled to vacation allowance equal to the vacation allowance provided above.

No employee leaving his position of his own accord shall be entitled to accrued vacation unless he gives five (5) working days' termination notice.

13. Day of Rest.

Each employee shall receive at least one (1) full day of rest in every seven (7) days.

14. Uniforms and Other Apparel.

Uniforms and work clothes where they have been required by the Employer or where necessary for the job shall be supplied and maintained by the Employer.

Employees doing outside worl: shall be furnished adequate wearing apparel for the purpose.

15. First Aid Kit.

An adequate and complete first aid kit shall be supplied and maintained by the Employer in a place readily available to all employees.

16. Fire and Flood Call.

Employees on fire and/or flood call shall be reimbursed for all loss of personal effects incurred in the line of duty.

17. Eye Glasses and Union Insignia.

Employees may wear eye glasses and the Union insignia while on duty.

18. Bulletin Board.

A bulletin board shall be furnished by the Employer exclusively for Union announcements and notices of meetings.

19. Sanitary Arrangements.

Adequate sanitary arrangements shall be maintained in every building, and individual locker and key thereto and rest room key, where rest room is provided, and soap, towels and washing facilities, shall be furnished by the Employer for all employees. The rest room and locker room shall be for use of employees servicing and maintaining the building.

20. Reducing Force.

If the Employer reduces force in accordance with Article V, Section 4, he is required, in addition to their accrued vacation credits and termination pay, if any, to give employees employed for cae (1) year or more one (1) week's notice of layoff or discharge, or in lieu thereof, an additional week's pay. The Union and the R.A.B. shall be given at least two (2)

weeks' advance written notice of any contemplated reduction of force.

21. Termination Pay.

(a) In case of termination of employment because of the employee's physical or mental inability to perform his duties or from reduction in force occurring for reasons other than conversion of elevators to automatic operations, he shall receive, in addition to accrued vacation, termination pay according to service in the building or with the same owner, whichever is greater, as follows:

Employees with:	Pay:
5 but less than 10 years	1 week's wage
10 but less than 12 years	2 weeks' wages
12 but less than 15 years	3 weeks' wages
15 but less than 17 years	
17 but less than 20 years	7 weeks' wages
20 but less than 25 years	
	10 weeks' wages

An employee physically or mentally unable to perform his duties may resign and receive the above termination pay if he submits satisfactory evidence of such inability. If the Employer does not deem the evidence satisfactory, such question may be submitted to grievance and arbitration.

(b) In case of termination of employment because of conversion of elevators to automatic operation, the employee shall receive, in addition to accrued vacation, termination pay according to years of service in the building or with the same owner, whichever is greater, as follows:

Employees with:	Pay:
5 but less than 10 years	2 weeks' wages
10 but less than 12 years	4 weeks' wages
12 but less than 15 years	5 weeks' wages
15 but less than 17 years	7 weeks' wages
	8 weeks' wages
	9 weeks' wages
	0 weeks' wages
	l weeks' wages

- (c) The right to accept termination pay and resign where there has been a reduction in force shall be determined by seniority, i.e., termination pay shall be offered to the most senior employee, then to the next most senior and so on until accepted. If no employee accepts the offer, the least senior employee or employees shall be terminated and shall receive any applicable termination pay.
- (d) "Week's pay" in the above paragraphs means the regular straight-time weekly pay at the time of termination. If the Employer offers part-time employment to the employee entitled to termination pay, he shall be entitled to termination pay for the period of his full-time employment, and if he accepts such part-time employment, he s'iall be considered a new employee for all purposes. Where an employee was placed on a part-time basis or suffered a pay reduction because of a change in his work

category prior to February 1, 1966, and did not receive termination pay based upon his former pay, "week's pay" shall be determined by agreement, or through grievance and arbitration.

(e) Any employee accepting termination pay who is re-hired in the same building or with the same Employer shall be considered a new employee for all purposes.

For the purposes of this section, sale or transfer of a building shall not be considered a termination of employment so long as the employee or employees are hired by the purchaser or transferee, in which case they shall retain their building seniority for all purposes.

22. Tools, Permits and Fines.

All special tools, of which the Superintendent shall keep an accurate inventory, shall be supplied, maintained and replaced by the Employer, who shall bear the expense of securing or renewing permits, licenses or certificates for specific equipment located on the Employer's premises, and who will pay fines and employees applicable wages for required time spent for the violation of any codes, ordinances, administrative regulations or statutes, except any resulting from the employee's gross negligence or willful disobedience.

23. Military Service.

All statutes and valid regulations about reinstatement and employment of veterans shall be observed. The Employer and the Union will cooperate in effort to achieve the objectives of this provision. They shall also consider the institution of plans to provide training of employees to improve their skills and to enter into employment in the industry.

24. No Discrimination.

There shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability of an individual in accordance with applicable law, national origin, sex or union membership.

25. Employment Agency Fee.

No employee shall be employed through a fee charging agency unless the Employer pays the full fee.

The Employer and the Union will cooperate with the New York State Employment Bureau in the filling of all available jobs. The Union may invoke grievance and arbitration for failure to do so.

26. Employees' Rooms.

Any employee occupying a room or apartment on the Employer's property may be charged a reasonable rental therefore, unless such occupancy is a condition of employment, in which case no rent shall be charged.

If the Employer terminates the services of an employee occupying living space in the building the Employer shall give the employee thirty (30) days' written notice, except where there is a discharge for a serious breach of the employment contract.

27. Definitions.

An elevator starter differs from an elevator operator in that he does not normally operate an elevator, but his chief responsibility is to direct elevator operations and traffic in the building.

A handyman differs from an elevator operator, porter, hall man, etc., because by training and experience, he possesses a certain amount of mechanical or technical skill and devotes more than fifty (50) per cent of his working time in a building to work involving such skill.

A porter-foreman differs from a porter in that his regular responsibility is mainly to direct cleaning operations.

All employees formerly classified as "Assistant Starters" have been classified as "Starters" and are receiving the corresponding minimum wage rates.

All references to the male gender shall be deemed to include the female gender.

Others include elevator operators, porters, porter/watchmen, watchmen, security porters, security employees, fire safety directors and all other service employees employed in the building under the jurisdiction of the Union, except those other classifications specified above.

28. Required Training Programs.

The Employer shall compensate at straighttime pay, any employee now employed in a building for any time required for the employee to attend any instruction or training program in connection with the securing of any license, permit or certificate required by law and by the Employer for the performance of duties in the building.

29. Garnishments.

No employee shall be discharged or laid off because of the service of an income execution, unless in accordance with applicable law.

30. Death in Family.

A regular full-time employee with at least one (1) year of employment in the building shall not be required to work for a maximum of three (3) days immediately following the death of a parent, brother, sister, spouse, or child, and shall be paid regular straight-time wages for any of such three (3) days on which he was regularly scheduled to work or entitled to holid ty pay.

31. Union Visitation.

Any business agent or other ''v authorized representative of the Union hall have access to the buildings or sites where union members are employed to determine whether the terms of this agreement are being complied with. Access shall be granted only if there is prior

notice to the Employer and such access does not interefere with the work being performed at the building.

32. Jury Duty.

Effective January 1, 1975, employees who are required to serve on juries shall receive the difference between their regular rate of pay and the amount they receive for serving on said jury.

33. Identification.

Employees may be required to carry with them, and exhibit proof of employment on the premises. The R.A.B. and the Union may appoint a committee within thirty (30) days of the signing of this agreement to establish a system for this purpose. If such system is not timely established, either party may submit the matter to arbitration.

34. Health Center Visit.

Every regular full-time employee who has been employed in the building for one year or more shall be entitled, upon one (1) week's notice to his Employer, to take one (1) day off in each calendar year at straight-time pay to visit the Local 32B Health Center.

Such employee shall receive an additional one (1) day off with pay to visit the Health Center if the Health Center requires such a To receive payment for such days, the employee shall exhibit a signed statement from the Health Center.

35. Automation Employment Pool.

The President of the Union, or upon his designation, the Vice President of the Union, and the President of the R.A.B., or upon his designation, the Executive Vice President of the R.A.B., shall constitute a committee to formulate and effectuate a plan for providing employment in the industry for employees represented by the Union with long service who have lost their jobs because of conversion to automatic elevators or other mechanical devices at a time when they are approaching the age and service requirements to become eligible for pension benefits.

This committee shall arrange to list such employees in a special "Automation Employment Pool", giving preference for employment to the extent practicable, in the order their requirements for pension benefit to fill an available vacancy consistent with physical and/or mental ability and the necessary experience. The committee shall, to the fullest extent possible, obtain and keep current, information as to vacancies in employment and of new jobs available in R.A.B. member buildings covered by this agreement.

The committee shall also consider the institution of plans to provide training of employees to improve their skills and to enter into employment in the industry.

The Employer and the Union will cooperate with the committee in its efforts to achieve the objectives of this provision.

36. Death of Employee.

If any employee dies after becoming entitled to but before receiving any wage or pay here-under, it shall be paid to his estate, or pursuant to Section 1310 of the New York Surrogate's Court Procedure Act, unless otherwise provided herein. This shall not apply to benefits under Article XI, where the rules and regulations of the Welfare and Pension Funds shall govern.

37. Governmental Decrees.

If because of legislation, governmental decree or order, any increase or benefit herein provided is in any way blocked, frustrated, impeded or diminished, the Union may upon ten (10) days' notice require negotiation between the parties to take such measures and reach such revisions in the contract as may legally provide substitute benefits and improvements for the employees, at no greater cost to the Employers. If they cannot agree, the dispute shall be submitted to the Arbitrator.

In the event that any provision of this contract requires approval of any government agency, the R.A.B. shall cooperate with the Union with respect thereto.

38. Weather Conditions.

Where extreme cold or hot weather causes hardship to the employee in the performance of his normal duties, the Union has the right to request the Employer to revise work schedules so as to give the employee such advantage of retained heat or cold as may be compatible with the efficient operation of the building.

MINIMUM WAGE RATES JAN. 1, 1975 to DEC. 31, 1975

(40 Hour Standard Workweek of five consecutive 8-Hour Days)

OFFICE BUILDINGS

CLASS A	Regular Hourly Rate	Overtime Hourly Rate	Daily Wage	Weekly Wage
Handyman Porter-Foreman	\$5.2820 5.1695	\$7.92300 7.75425	\$42.2560 41.3560	\$211.28 206.78 206.78
Starter Others	5.1695 4.8070	7.75425 7.21050	41.3560 38.4560	192.28
CLASS B				
Handyman	\$5.2510	\$7.87650 7.70775	\$42,0080 41,1080	\$210.04 205.54
Porter-Foreman Starter	5.1385 5.1385	7.70775	41.1080	205.54
Others	4.7760	7.16400	\$8.2080	191.04
CLASS C				
Handyman	\$5.2070	\$7.81050	\$41.6560 40.7560	\$208.28 203.78
Porter-Foreman	5.0945 5.0945	7.64175 7.64175	40.7560	203.78
Starter Others	4.7320	7.09800	37.8560	189.28
	LOFT E	UILDINGS		
CLASS A				
Handyman	\$5.2320	\$7.84800	\$41.8560 41.1080	\$209.28 205.54
Porter-Foreman	5.1385 5.1385	7.70775 7.70775	41.1080	205.54
Starter Others	4.7760	7.16400	38.2080	191.04
CLASS B				*****
Handyman	\$5.1590	\$7.73850 7.63425	\$41.2720 40.7160	\$206.36 203.58
Porter-Foreman	5.0895	7.63425	40.7160	203.58
Starter Others	4.7270	7.09050	37.8160	189.08
CLASS C				**********
Handyman	\$5.0360	\$7.55400 7.42275	\$40.2880 39.5880	
Porter-Foreman Starter	4.9485	7.42275	39.5880	
Others	4.6860	7.02900	37.4880	

MINIMUM WAGE RATES JAN. 1, 1976 to DEC. 31, 1976

(40 Hour Standard Workweek of five consecutive 8-Hour Days)

OFFICE BUILDINGS

	Regulac Hourly Eate	Overtime Hourly Rate	Daily	Weekly
CLASS A		IN CONTRACTOR OF THE PARTY OF T		\$228.28
Handyman	\$5.7070	\$8,56050	\$45.6560 44.7560	223.78
Porter-Foreman	5.5945	8.39175 8.39175	44.7560	223.78
Starter	5.5945 5.1820	7.77300	41.4560	207.28
Others	5.1820	1.11500	11.1000	201.20
CLASS B				
Handyman	\$5,6760	\$8.51400	\$45,4080	\$227.04
Porter-Foreman	5.5635	8.34525	44.5080	222.54
Starter	5.5635	8.34525	44.5080	222.54
Others	5.1510	7.72650	41.2080	206.04
CLASS C				
Handyman	\$5,6320	\$8,44800	\$45.0560	\$225.28
Porter-Foreman	5.5195	8.27925	44.1560	220.78
Starter	5.5195	8.27925	44.1560	220.78
Others	5.1070	7.66050	40.8560	204.28
	LOFT B	UILDINGS		
CLASS A				
Handyman	\$5.6570	\$8.48550	\$45.2560	\$226.28
Porter-Foreman	5.5635	8.34525	44.5080	222.54
Starter	5.5635	8.34525	44.5080	222.54
Others	5 1510	7.72650	41.2080	206.04
CLASS B				
Handyman	\$5.5840	\$8.37600	\$44.6720	\$223.36
Potrer-Foreman		8.27175	44.1160	220.58
Starter	5.5145	8.27175	44.1160	220.58
Others	5.1020	7.65300	40.8160	204.08
CLASS C				
Handyman	\$5,4610	\$8.19150	\$43.6880	\$218.44
Porter-Foreman		8.06025	42.9880	214.94
Starter	5.3735	8.06025	42.9880	214.94
Others	5.0610	7.59150	40.4880	202.44

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1975

Commercial Building Agreement

MINIMUM WAGE RATES

(See pages 57-58-59)

Realty Advisory Board on Labor Relations, Incorporated MADISON AVENUE, NEW YORK, N.Y. 10017

Telepone: 889-4100

MINIMUM WAGE RATES
JAN. 1, 1977 to DEC. 31, 1977

(40 Hour Standard Workweek of five consecutive 8-Hour Days)

OFFICE BUILDINGS

CLASS A	Regular Hourly Rate	Overtime Hourly Rate	Daily Wage	Weekly Wage
Handyman Porter-Foreman Starter Others	\$6.0820 5.9695 5.9695 5.5570	\$9.12300 8.95425 8.95425 8.33550	\$48.6560 47.7560 47.7560 44.4560	\$243.28 238.78 238.78 222.28
CLASS B				
Handyman Porter-Foreman Starter Others	\$6.0510 5.9385 5.9385 5.5260	\$9.07650 8.90775 8.90775 8.28900	\$48,4080 47,5080 47,5080 44,2080	\$242.04 237.54 237.54 221.04
CLASS C				
Handyman Porter-Foreman Starter Others	\$6.0070 5.8945 5.8945 5.4820	\$9.01050 8.84175 8.84175 8.22300	\$48,0560 47,1560 47,1560 43,8560	\$240.28 235.78 235.78 219.28
	LOFT B	UILDINGS		
CLASS A				
Handyman Porter-Foreman Starter Others	\$6.0320 5.9385 5.9385 5.5260	\$9.04800 8.90775 8.90775 8.28900	\$48.2560 47.5080 47.5080 44.2080	\$241.28 237.54 237.54 221.04
CLASS B				
Handyman Porter-Foreman Starter Others	\$5.9590 5.8895 5.8895 5.4770	\$8.93850 8.83425 8.83425 8.21550	\$47.6720 47.1160 47.1160 43.8160	\$238.36 235.58 235.58 219.08
CLASS C				
Handyman Porter-Foreman Starter Others	\$5.8360 5.7485 5.7485 5.4360	\$8.75400 8.62275 8.62275 8.15400	\$46.6880 45.9880 45.9880 43.4880	\$233.44 229.94 229.94 217.44

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IT IS HEREBY STIPULATED AND AGREED by and between the Realty Advisory Board on Labor Relations, Inc. ("RAB") and Local 32B, Service Employees International Union, AFL-CIO ("Local 32B") that:

- January 1, 1972 known as the Commercial Building Agreement between the RAB and Local 32B be and hereby is continued through December 31, 1977 except as modified herein.
- 2. Effective January 1, 1975 there shall be an hourly wage increase of \$.50 per hour.
- 3. Effective January 1, 1976 there shall be an hourly wage increase of \$.375 per hour.
- 4. Effective January 1, 1977 there shall be an hourly wage increase of \$.375 per hour.
- 5. Minima shall be increased in each year in the amounts provided above in paragraphs 2, 3 and 4.
- 6. Effective January 1, 1976 the minima for handymen, porter-foremen and starters shall be increased by \$.05 per hour.
- 7. a. Effective January 1, 1976 in the event that the percentage increase in the cost of living (Consumer Price Index for the City of New York) from November 1, 1974 to November 1, 1975, exceeds 123, then, in that event, an increase of \$.03 per hour for each full 1% increase in the cost of living in excess of 12% shall be granted effective for the first full work week commencing after January 1, 1976. In no event shall said increase pursuant to this provision exceed \$.09 per hour. In computing increases in the cost of living above 12%, less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minima.
- b. Effective January 1, 1977 in the event that the percentage increase in the cost of living (Consumer Price Index U.S. DISTRICT COURT S.D.N.Y. Plaintiffs Exhibit 12 in evidence

for the City of New York) from Wovember 1, 1975 to Movember 1, 1976, exceeds 10%, then, in that event, an increase of \$.03 per hour for each full 18 increase in the cost of living in excess of 10% shall be granted effective for the first full work week commencing after January 1, 1977. In no event shall said increase pursuant to this provision exceed \$.15 per hour. In computing increases in the cost of living above 10%, less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minima. 8. Effective January 1, 1976 the employers shall increase their contribution to the Pension Fund in the amount of \$1.00 per employee per week. Effective January 1, 1977 the employers shall increase their contribution to the Pension Fund by the amount of \$1.00 additional per employee per week. Effective July 1, 1975, pensions for employees who have retired or will retire before July 1, 1976 shall be increased above the amount they are presently receiving or will receive pursuant to the terms of the Pension Plan by 10% or \$5.00, whichever is more, but in no event shall this provision increase pensions for such employees to note than \$100. per north. On January 1, 1977 the pension for 25 years' service at age 65 shall be increased to \$200. per month. All other types of pension benefits shall be adjusted in accordance with law. 9. The welfare fund contributions shall be increased in order to preserve existing benefits, maintain an adequate reserve, increase the major medical coverage to \$10,000. effective January 1, 1975 and increase life insurance coverage to \$5,000. effective July 1, 1976. It is agreed that the cost of these benefits shall be met by a contribution rate of \$480. per year per employee as of January 1, 1975. If on or after July 1, 1976 the Trustees find the payment provided herein insufficient to maintain benefits and to increase life insurance coverage from - 2 -

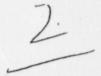
\$4,000. to \$5,000., they may require the parties to negotiate to determine the amounts needed. In the event the parties are unable to reach agreement the matter shall be referred to the Arbitrator for determination. 10. a. Effective January 1, 1975, any regular fulltime employee with at least ONE (1) year of service (as defined below) in the building or with the same Employer, shall receive in a calendar year from the Employer ten (10) paid sick days per year from the first day of bona fide illness. The employee shall receive the above sick pay whether or not such illness is covered by New York State Disability Benefits Law or the New York State Workmen's Compensation Act; however, there shall be no pyramiding or duplication of Disability Benefits and/or Workmen's Compensation Benefits with sick pay. b. Effective January 1, 1975, employees who have continued employment to the end of the calendar year and have not; used all sickness benefits shall be paid in the succeeding January, one-half (1/2) day's pay for each such unused day, not to exceed five (5) days' pay. Payment shall be based on the wages effective in the immediately preceeding December. c. Effective January 1, 1975, for the purpose of this section ONE year's employment shall be reached on the anniversary date of employment. Employees who complete ONE year of service after January 1, 1975, shall receive a pro rata share of sickness benefits for the balance of the calendar year. d. All payments set forth in this section are voluntarily assumed by the Employer, in consideration of concessions made by the Union with respect to various other provisions of this agreement, and any such payment shall be deemed to be a voluntary contribution or aid within the meaning of any applicable statutory provisions. 11. One additional holiday shall be granted effective - 3 -

effective January 1, 1975. Said holiday shall either be Lincoln's Birthday or shall be a date nutually agreed upon thirty days prior to Lincoln's Birthday. 12. Effective January 1, 1977 the vacation schedule shall be modified to provide for 2 weeks' vacation with pay after one year's service. 13. Effective January 1, 1975 employees who are required to serve on juries shall receive the difference between their regular rate of pay and the amount they receive for serving on said jury. 14. Effective January 1, 1975, every regular, full-time employee who has been employed in the building for one (1) year or more shall receive an additional one (1) day off to visit the Health Center if the Health Center requires such a visit. To receive payment for such day, the employee shall exhibit a signed statement from the Health Center indicating such visit was required. 15. Effective January 1, 1975, the Employer will contribute seventy-five (75) cents per quarter for each employee to the Thomas Shortman Training Fund. 16. The RAB and the Union recognize the necessity to conduct an industry-wide study to evaluate all cleaning and related maintenance jobs. The EAS and Una cyres to 17. The parties shall meet to discuss the subject of the safety of night workers at no additional contract cost to the employer. 18. The parties shall make such language changes as they have agreed upon in negotiations or which shall clarify the existing agreement. Cotos CA Dails





Sage Realty Corporation 437 Madison Avenue New York, New York 10022 Telephone: 212 PL8-0437



March 5, 1975

Mr. Kevin O. McCulloch, Contract Director Local 32B Service Employees International Union 1 East 35th Street New York, N. Y. 10016

RE: 127 John Street

Dear Mr. McCulloch:

Reference is made to your letter of January 9, 1975. Please be advised that notwithstanding the contents of your letter, we are making payment to employees in accordance with the wage scales and program described within that letter without prejudice.

Inasmuch as we are not members of the Realty Advisory Board, and inasmuch as we have not seen the final agreement, we will not make any further commitment.

Very truly yours,

SAGE REALITY CORPORATION

MELVYN KAUFMAN

MK:hbk

cc: Samuel H. Lindenbaum

U.S. DISTRICT COURT - S.D.N.Y. - Plaintiffs Exhibit 13 in evidence

OFFICE AGREEMENT 1972

Agreement between the undersigned EMPLOYER, hereinafter termed the "Employer" and LOCAL 32B, SERVICE EMPLOYE'S INTERNATIONAL UNION, AFL-CIO, hereinafter termed the "Union," for the following premises:

wherein it is mutually agreed as follows:

ARTICLE I - Recognition and Union Status

1. This agreement shall apply to all classifications of service employees under the jurisdiction of the Union, which is recognized as their exclusive bargaining representative.

2. There shall be a Union Shop, requiring Union membership by every employee as a condition of employment after the thirtieth (30th) day following his employment, or the effective date of this agreement, whichever is later. The Union shall not request the Employer to discharge or otherwise discriminate against any employee except in compliance with law.

3. Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because he has not met the requirements of this Article, unless the Employer questions the propriety of so doing, he shall be discharged within fifteen (15) days of said notice if prior thereto he does not take proper steps to meet said requirements. If the Employer questions the propriety of the discharge, he shall immediately submit the matter to the Arbitrator. If the Arbitrator determines that the employee has not complied with Section 2 he shall be discharged within ten (10) days after written notice of the determination has been given to the Employer, unless the employee takes proper steps to meet such requirements.

4. The Union will hold the Employer harmless from any liability arising from a discharge asked by the Union

pursuant to this Article.

5. Nothing in this Article shall be construed as an admission that the Employer or his employees are engaged in interstate commerce, in an activity affecting interstate commerce, in the production of goods for interstate commerce, or that the provisions of the Labor-Management Relations Act, as amended, cover any building.

ARTICLE II - Wages, Hours and Working Conditions; Effective Date

 The wages, hours and terms and conditions of employment set forth in Schedule A of this agreement are hereby made part hereof.

2. This agreement shall be effective as of Januar, 1, 1972, except as otherwise provided herein.

3. No provision of this agreement shall be construed so to lower any employee's wage. If employees in any building have in effect a practice of terms or conditions better than those provided for herein, applicable generally to them for wages, hours, sick pay, vacations, holidays, premium may for Saturday and/or Sunday work, relief periods, jury duty, or group life insurance, such better terms or conditions shall be continued except that continuance shall be required for jury duty and group life insurance only for employees employed by the Employer on the effective date of this agreement. The Arbitrator may relieve the obligations in the preceding sentence if enforcement would work an undue hardship, injustice or inequity upon the Employer.

A change of schedules or duties, so long as required relief and luncheon periods are reasonably spaced, shall not violate this Section provided the employee and the Union shall be given at least one week's advance written notice and such change is reasonable. However, every employee presently working a regular Monday through Friday work week (and if such employee leaves his job for any reason whatever, his replacement), shall receive premium pay at time and one-half the regular straight-time hourly rate for any work performed by him on a Saturday or Sunday.

ARTICLE III - Management Rights

1. The Union recognizes management's right to direct and control its policies subject to the obligations of this agreement.

2. Emp of es will cooperate with management within the obligations of this agreement to facilitate efficient building operation.

3. If any employee is unjustly discharged, he shall be reinstated to his former position without loss of seniority or rank and without salary reduction. The Arbitrator may determine whether, and to what extent, the employee shall be compensated by the Employer for time lost.

4. In the case of reduction of force, as provided in General Clause 19 of Schedule A, Section III, the Union ma, invoke arbitration on the ground that such reduction is unreasonable.

ARTICLE IV - No Strikes or Lockouts

1. There shall be no work stoppage, strike, lockout, or picketing, except as provided in Sections 2 and 3 of this Article. If this provision is violated, the matter may be submitted immediately to the Arbitrator.

2. If an Arbitrator's award against the Employer for Welfare and or Pension Fund payments, or an award against a contractor for these or other payments is not complied with within thirteen (13) days after such award is sent by registered or certified mail to the Employer or contractor, at his last known address, the Union may order a stoppage of work, strike or picketing to enforce such award and it may also thereby compel payment of lost wages to any employee engaged in such activity. Upon compliance with the award and payment of lost wages, such activity shall cease.

3. The Union may order a work stoppage, strike or picketing in a building where work previously performed by members of the Union or within its jurisdiction is being performed by persons outside of the bargaining unit anywhere in the building, provided that 72 hours written or telegraphic notice is given to the Employer of the Union's intention to do so.

4. The Union shall not be held liable for any violation of this Article where it appears that it has taken all reasonable steps to avoid and end the violation.

ARTICLE V - Saving Clause

If any provision of this agreement shall be held illegal or of no legal effect, it shall be deemed null and void without affecting the obligations of the balance of this agreement.

ARTICLE VI - Arbitration

Any dispute or grievance be ween the Employer and the Union which cannot be settled directly by them shall be submitted to a contract Arbitrator, including issues initiated by the Trustees pursuant to General Clause 37. A hearing

1.5. DISTRICT COURT - SONY. - PLAINTIFFS EXHIBIT 14 IN EVIDENCE



shall be held within two (2) to ten (10) working days after either party has served written notice upon the Arbitrator with copy to the other party, of any issue to be submitted. The oath-taking, and the period, and the requirements for service of notice in the form prescribed by Latute are hereby waived.

Any grievance, except as otherwise provided herein and except a grievance involving basic wage violations including Pension and Welfare contributions as set forth in General Clause 37 (C) 1, shall be presented to the Employer in writing within 180 days of its occurrence, unless the Employer agrees to an extension, or for good cause shown, the Arbitrator finds one should be granted.

The Arbitrator's award shall be made within ten (10) days after the hearing closes, unless by mutual consent, the time of the hearing and decision are extended. If a party defaults in appearing before the Arbitrator after due written notice, the award may be rendered upon the testimony of the other party.

Due written notice means mailing, telegraphing, or hand delivery to the address specified in this agreement or in an assumption.

Arbitration expenses shall be borne equally by the parties except as provided in General Clause 37 (C) 1.

George Marlin, Esq. shall be contract Arbitrator. If he cannot serve, a temporary substitute or successor shall be appointed by the Chairman of the New York State Board of Mediation.

The procedure herein shall be the sole and exclusive method for the determination of all such issues, and the Arbitrator may award appropriate remedies; the award being final and binding upon the parties and the employee or employees involved. Nothing herein shall be construed to forbid either party from research to court for relief from, or to enforce rights under any award.

In any proceeding to confirm an award, service may be made by registered or confirm an in without the State of New York as the case may be.

ARTICLE VII - Sale or Transfer of Building

If there is a bona fide sale or other transfer of title of any building, or a change of control through a lease, 1. If there is a bona fide sale or other transfer of title of any building, or a change of control through a lease, or in the case of a non-corporate ownership, if any person or persons completely divest themselves of ownership or control by any arrangement, the Employer shall notify the union in writing at least ten (10) days prior thereto. The successors in ownership or control may within twenty (20) days thereafter, become a party to this agreement, provided that (a) during such period there is no layoff or change in wages, hours, terms, or conditions of employment; (b) the new owner or transferee recognizes employee seniority and vacation status; (c) all obligations to employees and those pursuant to General Clause 37 are fully paid up to the transfer date; and (d) provision is made to pay any wage underpayments retroactively, resulting from the building's proper classification under Schedule A, Section I. Any assumption accepted by the Union is conditioned upon the fulfillment of said obligations.

2. Where a building is acquired by a public authority of any nature through condemnation, purchase or otherwise, the last owner shall guarantee the payment of termination pay and of accrued vacations due to the employees up to the date of transfer of title. The Union will, however, seek to have such authority assume the obligations for payments. If unsuccessful and the last owner becomes liable for such payments, the amounts thereof shall be liens upon any condem-

nation award or on any amount received by such last owner.

ARTICLE VIII - Sub-Contracting

1. The Employer shall not make any agreement or arrangement for the performance of work and/or for the categories of work heretofore performed by employees covered by this agreement except within the provisions and

2. The Employer shall give advance written notice to the Union at least three (3) weeks prior to the effective date of its contracting for services, or changing contractors, indicating name and address of the contractor.

3. The Engager shall require the contractor to assume this agreement and to file a written assumption hereto on the Union's for with the Union, and the contractor shall have all the rights and obligations of the Employer here-under. The Union may reject the assumption where the contractor has not made proper payments to the Welfare and or Pension Funds or has habitually failed to comply with labor agreements with the Union covering other buildings in the industry. An assumption's rejection shall not be arbitrary.

The Employer agrees that employees then engaged in the work which is contracted out shall become employees of The Employer agrees that employees then engaged in the work which is contracted out shall become employees of the initial contractor or any successor contractor, and agrees to employ or re-employ those employees working for the contractor when the contract is terminated or cancelled. This provision shall not be construed to prevent termination of any employee's employment under other provisions of this agreement relating to illness, retirement, resignation, discharge for cause, or layoff by reason of reduction of force; however, a contractor may not reduce force or change the work schedule without first obtaining written consent from the Union, which shall not be unreasonably withheld.

If the contractor fails to comply with this agreement, the Employer shall be liable severally, and jointly with the contractor, for any and all damages sustained by the employees as a result thereof, or for any unpaid Welfare and/or

Pension contributions.

4. To determine those employees employeed by the contractor or any other Employer who should be members of the Union and the amounts payable to the Welfare and or Pension Funds, the Union and or the Funds, independently or in coordination and cooperation, may inspect and audit all the Employer's Social Security and or payroll records and the general ladger, which shall be under supplied to the Union and to the Employer's Social Security and or payroll records and the general ledger, which shall be made available to the Union and to the Funds upon request.

The Union may require of any contractor generally, or in any particular building, that monthly dues be de-

ducted pursuant to applicable law.

ARTICLE IX - Term of Agreement and Reopening

1. This agreement shall expire December 31, 1974, unless earlier terminated as provided in Section 2 hereof.

2. There is presently in effect an agreement between the Union and the Realty Advisory Board on Labor Relations, Inc. (RAB) covering commercial buildings in the City of New York, which provides that, if the economic terms of said agreement effective on or after January 1, 1973, require Pay Board approval and the Pay Board fails to approve any such term, the Union may cancel said agreement or renegotiate the economic terms thereof; the parties hereto agree that any terms or provisions which may be negotiated between the Union and the RAB as the result of any such cancellation or renegotiation shall be fully binding upon the parties hereto upon the same effective date or dates as

All economic terms of this agreement effective on or after January 1, 1973, and or all economic terms of this agreement which may result from such renegotiation or cancellation of this agreement between the Union and the RAB as aforesaid shall, if required, be subject to Pay Board approval. The Employer agrees to cooperate with the Union in seeking and filing for any such approval and to join with the Union in the application therefor.

If the Pay Board fails to approve any such term, the Union may at any time thereafter, by written notice, cancel this agreement.

3. There is presently an agreement between the Union and the Realty Advisory Board on Labor Relations, Inc. 3. There is presently an agreement between the Union and the Realty Advisory Board on Labor Relations, Inc. which provides that on or after January 1, 1974, the parties thereto may be required to negotiate additional contributions to the Welfare Fund to maintain benefits and increase life insurance coverage. The parties hereto agree that any awards, decisions or agreements between the Union and the RAB concerning such increased contributions to the Welfare Fund shall be applicable to and binding upon the parties hereto and that the employer shall pay to the Welfare Fund, provided for under Section 37 of the General Clauses of this Agreement, the same payment increases as may be required of Employers generally as a result thereof, and upon the same effective dates required thereunder.

SCHEDULE A

SECTION I - Building Classifications

1. Office buildings are classified as A, B, or C buildings as follows:

(a) Class A Building-Gross area of more than 280,000 square feet;

(b) Class B Building-Gross area of more than 120,000 and not over 280,000 square feet;

Class C Building-Gross area of less than 120,000 square feet.

In calculating the area of an office building, the formula for measurement shall be as follows:

Gross area of an office building is the sum total of areas existing on the various floors of the building, including the basement space, but excluding that portion of the penthouse used for the machinery and appurtenances of the building and that portion of the basement used for public utilities and general operation of the property.

Gross area of an entire floor shall be computed by measuring from the inside plaster surfaces of all exterior walls of space used by the tenant on the floor, including columns and corridors, but excluding toilets, porters' closets, slop sinks, elevator shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues and stacks, and any vertical shafts and their enclosing walls. No deductions shall be made for columns, pilasters, or projections necessary to the building.

SECTION II - Wages and Hours

1. (a) Effective January 1, 1972, each employee covered by this agreement shall receive a wage increase of fortyfive cents (45¢) for each regular straight-time hour worked.

Effective January 1, 1972, the classification "Assistant Starter" shall be eliminated. All employees presently classified as "Assistant Starter" shall hereinafter be classified as "Starters" and receive the corre-

Minimum regular wage rates shall be:

	CLASS	**	CLASS	В	CLASS	C
Handymen Porter-Foremen Starters Others	3.981	Weekly Wage \$163.74 159.24 159.24 148.74	Regular Hourly Rate \$4.0625 3.95 3.95 3.6875	Weekly Wage \$162.50 158.00 147.50	Regular Hourly Rate \$4.0185 3.906 3.906 3.6435	Weekly Wage \$160.74 156.24 156.24 145.74

(b) Effective January 1, 1973, each employee covered by this agreement shall receive a wage increase of thirty cents (30c) for each regular straight-time hour worked.

Additionally, the minimum hourly rate differential for handymen, starters and porter-foremen (which shall include all employees doing similar or comparable work by whatever title known) shall be increased by five cents (5¢) respectively for each regular straight-time hour worked, to the extent necessary to bring them up to the contract minima.

Minimum regular wage rates shall be:

	CLASS	**	CLASS	В	CLASS	C
Handymen Porter-Foremen Starters Others	Regular Hourly Rate \$4.4435 4.331 4.331 4.0185	Weekly Wage \$177.74 173.24 173.24 160.74	Regular Hourly Rate \$4.4125 4.30 4.30 3.9875	Weekly Wage \$176.50 172.00 172.00 159.50	Regular Hourly Rate \$4.3685 4.256 4.256 3.9435	Weekly

(c) Effective January 1, 1974, each employee covered by this agreement shall receive a wage increase of twenty-five cents (25¢) for each regular straight-time hour worked.

Additionally, the minimum hourly rate differential for handymen, starters and porter-foremen (which shall include all employees doing similar or comparable work by whatever title known) shall be increased by five cents (5c) respectively for each regular straight-time hour worked, to the extent necessary to bring them up to the contract minima.

Minimum regular wage rates shall be:

Handymen Porter-Foremen Starters	Regular Hourly Rate \$4.7435 4.631 4.631	Weekly Wage \$189.74 185.24 185.24	CLASS Regular Hourly Rate \$4.7125 4.60 4.60	Weekly	CLASS Regular Hourly Rate \$4.6685 4.556 4.556	Weekly Wage \$186.74 182.24
Others	4.2685	185.24 170.74	$\frac{4.60}{4.2375}$	$184.00 \\ 169.50$	4.556 4.1935	182.24 167.74

(d) Effective January 1, 1973 and January 1, 1974, in the event that the percentage increase in the cost of living (Consumer Price Index for the City of New York from December to December) exceeds that of the wage increase granted during the prior year, employees shall receive an additional increase in an amount equal to the difference between the negotiated wage increase and the percentage increase in the cost of living during the prior year applied to the median wage of the employees (a)

The standard workweek shall consist of five (5) consecutive days of eight (8) hours each, and overtime at the rate of time and one-half the regular straight-time hourly rate shall be paid for all hours worked in excess of eight (8) hours per day or of forty (40) hours per week, whichever is greater. There shall be

(b) The weekly working hours for elevator operators and starters shall include two (2) twenty (20) minute relief periods each day, but shall exclude luncheon recess of not less than forty-five (45) minutes or more than one (1) hour each day.

more than one (1) hour each day.

Continuing from January 1, 1972 to May 14, 1972, the weekly working hours for regular full-time workers other than those referred to in the paragraph above, the majority of whose hours of work fall between 7 P.M. and 6. A.M., shall include a thirty (30) minute relief and lunch period. This period, at the Employer's option, shall be taken on the premises at a scheduled time within two (2) hours of the middle of the shift and at such suitable place compatible with building needs as may be designated by the Employer. Where such an employee now works a scheduled shift of more than eight (8) hours and up to nine (9) hours and receives a relief or lunch period at his own expense, during which time he is free to leave the premises, the Employer may reschedule the shift to eight (8) hours or pay the employees on an overtime basis for time over eight (8) hours, limited to one-half (1/2) hour.

Effective May 15, 1972, employees, the majority of whose hours fall between 7 P.M. and 6 A.M.

Effective May 15, 1972, employees, the majority of whose hours fall between 7 P.M. and 6 A.M. shall receive a fifteen (15) minute relief lunch period. At the option of the employer, such employees shall, in addition to their regular pay for eight (8) hours, receive either additional straight-time pay for one-half (½) hour or be relieved one-half (½) hour earlier. This change shall in no way

affect the overtime provisions of the contract, nor affect the employer's right to reschedule hours to provide necessary continuity of coverage.

Every employee shall be entitled to two (2) consecutive days off in any seven (7) days. Any work performed on such days shall be considered overtime and paid for at time and one-half.

No regular full-time employee shall have his regular working hours as set forth above reduced below the standard workweek in order to effect a corresponding reduction in pay.

Saturday and Sunday are premium days, and work performed on such days shall be paid for at the rate of time and one half the regular straight-time hourly rate of pay.

4. Except for required relief periods and luncheon recess, hours of work in each day shall be continuous and no employee shall be required to take a relief or time off in any day in excess of the required relief priods and said luncheon recess, without having said excess relief period or time off charged as working time.

Any employee called in to work by the Employer for any time not consecutive with his regular schedule shall be paid for at least four (4) hours of overtime.

SECTION III - General Clauses

DIFFERENTIALS

Existing wage differentials among classes of workers within a building shall be maintained. It is recognized that wage differentials other than those herein required may now or hereafter arise or exist because of pay rates above the minima required by this agreement. No change in such differentials shall be considered a violation of this agreement unless it appears that such change results from an attempt to break down the wage structure for said building.

Where an employee possesses considerable mechanical or technical skill and devotes more than 75% of his working time in the building to work involving such skill, his wage rate shall be determined by mutual agreement between the Employer and the Union. Such an employee shall receive a wage of not less than ten dollars (\$10.00) per week above the contract minimum rate for a handyman.

If the Employer and the Union cannot agree upon the rate of pay of such an employee, or in cases where an obvious inequity exists because of an employee's regular application of specialized abilities in his work, the amount or correctness of the differential may be determined by arbitration.

2. PYRAMIDING

There shall be no pyramiding of overtime pay, holiday pay or any other premium pay. If more than one of the aforesaid are applicable, compensation shall be computed on the basis giving the greatest amount.

New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day (see General Clause 4, below), Thanksgiving Day and Christmas Day are recognized as holidays.

Employees shall receive their straight-time pay for said holidays and in addition thereto all work required to be performed on any of said holidays shall be paid for at time and one-half as such. Any employee required to work on a holiday shall receive at least eight (8) hours pay for such work at the holiday rate of pay [in add...on to the eight (8) hours pay he receives for such holiday as such] even though he is not required to work eight (8) hours. All hours worked over eight (8) hours on such a holiday shall be paid for at two and one-half times his regular rate of pay.

If a heliday falls on a Sunday, and is generally observed in New York City on the following Monday, Monday shall be deemed the honday

Any regular full-time employee ill in any payroll week in which a holiday falls shall receive holiday pay or one day off if he worked at least one day during said payroll week.

Any regular full-time employee whose regular day off, or one of whose regular days off falls on a holida, shall receive an additional day's pay, or at the option of the Employer, shall receive an extra day off within ten (10) days immediately before or after the holiday. If the employee receives the extra day off before the holiday and his employment is terminated for any reason, he need not compensate the Employer for that day.

ELECTION DAY HOLIDAY

Any employee entitled to vote and required to work on Election Day, who gives legal notice, shall be allowed two (2) hours off, designated by the Employer, while the polls are open. Said two (2) hours shall be included in the eight (8) hour day for which such employee receives his regular straight-time idle pay, but shall not be considered hours actually worked for the purpose of premium pay.

EMPLOYEE BIRTHDAY

A regular employee's birthday falling on a regular workday, or by agreement between the employee and the Employer, another day within ten (10) days immediately before or after the birthday, shall be a paid day off; or instead, at the Employer's option, the employee shall receive an additional normal day's pay for working on that day; provided that, whenever possible, the employee shall advise the Employer of his birthday at least two (2) weeks in advance thereof, and provided further that where such notice is untimely, the Employer shall give the employee an additional day's pay or an extra day off within thirty (30) days following such notice.

When a regular, full-time employee's birthday falls on a contract holiday or on one of his regular days off, he shall receive an additional day's pay therefor, or, at the Employer's option, an extra paid day off within ten (10) days immediately before or after the birthday; or if required to work he shall receive a day's pay, or by agreement between the employee and the Employer, another paid day off within ten (10) days immediately before or after the birthday, in addition to the compensation elsewhere provided herein. This shall not be considered pyramiding.

Except in a leap year, March 1 shall be considered the birthday of any employee born on February 29.

These provisions shall not apply if the Employer is obligated to give more than the nine (9) contract holidays and where the extra holiday benefits are at least the equivalent hereof.

Overtime, Saturday, Sunday and holiday work shall be evenly distributed so far as is compatible with efficient operation of the building, except where Saturday or Sunday is a regular part of the workweek, Preference for Saturday and Sunday work shall be given to the regular full-time employees of the building.

RELIEF EMPLOYEES

So-called relief or part-time employees shall be paid the same hourly rate as provided for full-time employees in the same occupational classification.

METHOD OF PAYMENT OF WAGES

All wages, including overtime, shall be paid weekly in cash or by check. If a regular pay day falls on a holiday, employees shall be paid on the preceding day.

9. REPLACEMENTS, SENIORITY, PROMOTIONS, ETC.

Preference shall be given to those already employed in the building in filling vacancies and newly created positions. Such replacements shall be based primarily on seniority, but training, ability, efficiency, appearance and personality for the particular job shall also be given consideration by the Employer.

Employees employed as "extras" or contingents with substantial regularity for a period of four (4) months or more shall receive preference in steady employment, other considerations being equal.

Layoffs caused by reduction of force shall follow departmen al seniority except as provided under General Clause 20 (c) below, with due consideration for the efficiency and special needs of the department.

In filling vacancies or newly created positions, the wages shall be those prevailing and in force in the building for similar work, excluding extra pay attributable to years of service or special consideration beyond the requirements of the job, which the replacement is not qualified to meet. If there be no similar work in the building the new

In applying the foregoing paragraphs, the Employer's judgment shall control, subject to arbitration.

10. LEAVE OF ABSENCE

Once during the term of this agreement, upon written application to the Employer and the Union, a regular full-time employee inployed in the building for five (5) years or more shall be granted a leave of absence not to exceed six (6) months subject to extension not to exceed an additional six (6) months, in case of bona fide illness or injury whether or not covered by the New York State Workmen's Compensation or New York State Disability Benefits Laws. When such ployer, be then re-employed with no loss of seniority.

Once in every five (5) years, upon six (6) weeks' written application to the Employer, a regular full-time employee employee in the building for five (5) years or more shall be granted a leave of absence for personal r asons not to exceed three (3) months. Upon his return to work, he shall be re-employed with no loss of seniority.

Every employee employed with substantial continuity in any building or by the same Employer shall receive each year a vacation with pay, as follows:

Employees who have worked 6 months 3 working days Employees who have worked 5 years 3 weeks Employees who have worked 1 year 1 week
Employees who have worked 2 years 2 weeks Employees who have worked 15 years 4 weeks Employees who have worked 25 years 5 weeks

For the year 1972 only, employees who have four (4) years of service shall receive twelve (12) vacation days. Length of employment for vacation shall be based upon the amount of vacation that an employee would be entitled to on September 15th of the year in which the vacation is given, subject to negotiation and arbitration where the

Part-time employees regularly employed shall receive proportionate vacation allowances based on the average number of hours per week they are employed.

Firemen who have worked substantially one (1) firing season in the same building or for the same Employer, when laid off, shall be paid at least three (3) days wages in lieu of vacation.

Firemen who have been employed more than one (1) full firing season in the same building or by the same Employer shall be considered as full-time employees in computing vacations.

Regular days off and holidays falling during the vacation period shall not be counted. If a holiday falls during the employee's vacation period, he shall receive an additional day's pay therefore, or, at the Employer's option, an extra day off within ten (10) days immediately preceding or succeeding his vacation.

Vacation wages shall be paid prior to the vacation period unless otherwise requested by the employee, who is entitled to actual vacation and cannot instead be required to accept money.

When compatible with proper building operation, choice of vacation periods shall be according to seniority, and confined to the period beginning May 1st and ending September 15th of each year. These dates may be changed, and the third vacation week taken at a separate time by mutual agreement of the Employer and employee.

The fourth and fifth week of vacation may, at the Employer's option, be scheduled upon two (2) weeks' notice to the employee, for a week or two weeks (which may not be split) other than the period when he takes the rest of his

Any employee, leaving his job for any reason, shall be entitled to a vacation accrual allowance, computed on his length of service as provided in the vacation schedule based on the elapsed period from the previous September 16th (or from the date of his employment if later employed) to the date of his leaving. Any employee who has received a vacation during the previous vacation period (May 1st through September 15th) and who leaves his job during the next vacation period shall be entitled to full vacation accrual allowances instead of on the basis of the elapsed period from the previous September 16th.

No employee leaving his job of his own accord shall be entitled to accrued vacation pay unless he gives five (5) working days' termination notice. Any employee hired after September 16th in any year and who has worked at least six months before leaving his job shall be entitled to vacation accrual allowance equal to the vacation allowances pro-

DAY OF REST

Each employee shall receive at least one (1) full day of rest in every seven (7) days.

UNIFORMS AND OTHER APPAREL

Uniforms and overalls where they have been required by the Employer or where necessary for the job, shall be supplied and maintained by the Employer.

Employees doing outside work shall be furnished adequate wearing apparel for the purpose.

FIRST AID KIT

An adequate and complete first aid kit shall be supplied and maintained by the Employer in a place readily available to all employees.

FIRE AND FLOOD

Employees shall be reimbursed for loss of personal property caused by fire or flood in the building.

EYE GLASSES AND UNION INSIGNIA

Employees may wear eye glasses and the Union insignia while on duty.

17. BULLETIN BOARD

A bulletin board shall be furnished by the Employer exclusively for Union announcements and notices of meetings.

SANITARY ARRANGEMENTS

Adequate sanitary arrangements shall be maintained in every building, and individual locker and key thereto and rest room key, where rest room is provided, and soap, towels and washing facilities shall be furnished by the Employer for all employees. The rest room and locker room shall be for the sole use of employees servicing and maintaining the

19. REDUCING FORCE

If the Employer reduces force in accordance with Article III, Section 4, he is required, in addition to their accrued vacation credits and termination pay, if any, to give employees employed for one (1) year or more one (1) week's notice of layoff or discharge, or in lieu thereof, an additional week's pay. The Union shall be given at least two (2) weeks' advance written notice of any contemplated reduction in force.

20 TERMINATION PAY

(a) In case of termination of employment because of the employee's physical or mental inability to perform his duties or from reduction in force occurring for reasons other than technological advances, including conversion of elevators to automatic operation, the employee shall receive, in addition to accrued vacation, termination pay according to service in the building or with the Employer as follows:

Employee with:	Pay:	Employee with: Pay:
5 and less than 10 years	1 week's wages	17 and less than 20 years 7 weeks' wages
10 and less than 12 years	2 weeks' wages	10 and less than 25 years 8 weeks' wages
12 and less than 15 years	3 weeks' wages	25 years or more
15 and less than 17 years	6 weeks' wages	

An employee physically or mentally unable to perform his duties may resign and receive the above termination pay if he submits satisfactory evidence of such inability. If the Employer does not deem the evidence satisfactory, the question may be submitted to arbitration.

(b) In case of termination of employment because of technological advances, including conversion of elevators to automatic operation, the employee shall receive, in addition to any accrued vacation, termination pay according to years of service in the building or with the Employer as follows:

Employee with:	Pay:	Employee with: Pay:
5 and less than 10 years	2 weeks' wages	17 and less than 20 years 8 weeks' wages
10 and less than 12 years	4 weeks' wages	20 and less than 22 years 9 weeks' wages
12 and less than 15 years	5 weeks' wages	22 and less than 25 years 10 weeks' wages
15 and less than 17 years	7 weeks' wages	25 years or more

(c) The right to accept termination pay and resign where there has been a reduction in force, shall be determined by seniority, i.e., termination pay shall be offered to the most senior employee, then to the next most senior and so on until accepted. If no employee accepts the offer the least senior employee or employees shall be terminated and shall receive any applicable termination pay.

(d) "Week's pay" in the above paragraphs means the regular straight-time weekly pay at the time of termina-

(d) "Week's pay" in the above paragraphs means the regular straight-time weekly pay at the time of termination. If the Employer offers part-time employment to the employee entitled to termination pay, he shall be entitled to termination pay for the period of his full-time employment, and if he accepts such part-time employment, he shall be considered a new employee for all purposes.

(e) Where an employee was placed on a part-time basis or suffered a wage reduction because of a change in his work category prior to February 1, 1966, and did not receive termination pay based upon his former pay, "week's pay" shall be determined by agreement, or, through Arbitration.

21. TOOLS, PERMITS AND FINES

All special tools, of which the Superintendent shall keep an accurate inventory, shall be supplied, maintained and replaced by the Employer, who shall bear the expense of securing or renewing permits, licenses or certificates for specific equipment located on the Employer's premises, and who will pay fines for the violation of any codes, ordinances, administrative regulations or statutes, except any resulting from the employee's gross negligence or willful disobedience.

22. MILITARY SERVICE

All statues and valid regulations about reinstatement and development of veterans shall be observed.

23. NO DISCRIMINATION - AGENCY FEE

There shall be no discrimination against any present or future employee by reason of race, creed, color, national origin, Union membersh¹, or sex.

No employee shall be employed through fee-charging agencies unless the Employer pays the full fee.

The Employer and the Union will cooperate with the New York State Employment Bureau in the filling of all available jobs. The Union may invoke the arbitration procedure for failure to do so.

24. EMPLOYEES ROOMS

Any employee occupying a room or apartment on the Employer's property may be charged a reasonable rental therefore unless such occupancy is a condition of his employment, in which case no rent shall be charged. Any such employee shall receive thirty (30) days notice of discharge.

25 DEFINITIONS

An elevator starter differs from an elevator operator in that he does not normally operate an elevator, but his chief responsibility is to direct elevator operations and traffic in the building.

A handyman differs from an elevator operator, porter, hallman, etc., because by training and experience, he possesses a certain amount of mechanical or technical skill and devotes more than fifty (50) per cent of his working time in a building to work involving such skill.

A porter-foreman differs from a porter in that his regular responsibility is mainly to direct cleaning operations. Others include elevator operators, porters, porter watchmen, security porters, security employees and all other service apployees employed in the building under the jurisdiction of the Union, except those specified above.

26. TRAINING PROGRAMS

The Employer shall compensate at straight-time pay any employee now employed in a building for any time required for the employee to attend any instruction or training program in connection with the securing of any license, permit or certificate required by law and the Employer for the performance of his duties in the building. The parties will discuss the possibility of Employer contributions to the program.

27. GARNISHMENTS

No employee shall be discharged or laid off because of the service of an income execution, unless in accordance with applicable law.

28. DEATH IN FAMILY

A regular, full-time employee with at least one (1) year of employment in the building shall not be required to work for a maximum of three (3) days immediately following the death of his parent, brother, sister, spouse or child, and shall be paid his regular, straight-time wages for any of such three days on which he was regularly scheduled to work or entitled to holiday pay.

29. IDENTIFICATION

Employees may be required to carry with them, and exhibit proof of employment on the premises. Such proof shall be that decided on by the R.A.B.-Local 32B committee established in the 1969 Commercial Building Agreement.

30. HEALTH CENTER VISIT

Every regular full-time employee who has been employed in the building for one year or more shall be entitled, upon one (1) week's notice to his Employer, to take one (1) day off in each calendar year at straight-time pay to visit the Local 32B Health Center. To receive payment for such day, the employee shall exhibit a signed statement from the Health Center.

31. AUTOMATION EMPLOYMENT POOL

The Employer and the Union will cooperate with the industry Automation Employment Pool committees. Whenever practicable, preference in hiring will be given to qualified employees represented by the Union with long service who have lost their jobs because of technological advances, including conversion to automatic elevators, at a time when they are approaching the age and service requirements to become eligible for pension benefits. The Employer will advise the Union of any job openings.

The committee shall also consider the institution of plans to provide training of employees to improve their skills and to enter into employment in the industry.

32. DEATH OF EMPLOYEE

If an employee dies after becoming entitled to, but before receiving any wage or pay hereunder, it shall be paid to his estate, or pursuant to Section 1310 of the New York Surrogate's Court Procedure Act, unless otherwise provided herein. This shall not apply to benefits under General Clause 37, where the rules and regulations of the Welfare and Pension Funds shall govern.

33. GOVERNMENT DECREE

There is presently in effect an agreement between the Union and the Realty Advisory Board on Labor Relations, Inc. (RAB) covering commercial buildings in the city of New York which provides that if because of legislation, government decree or order, any increase or benefit herein provided is in any way blocked, frustrated, impeded or diminished, the Union may upon ten (10) days' notice require negotiation with the RAB to take such measures and reach revisions in the contract as may legally provide substitute benefits and improvements for the employee, at no greater cost to the Employer. The parties hereto agree that any terms or provisions which may be negotiated between the Union and the RAB as a result of any such cancellation or re-negotiation shall be fully binding upon the parties hereto upon the same effective date or dates as between the RAB.

34. WEATHER CONDITIONS

Where extreme cold or hot weather causes hardship to the endoyees in the performance of their normal duties, the Union has the right to request the Employer to revise work schedules so as to give employees such advantage of retained heat or cold as may be compatible with the efficient operation of the building.

35. DISABILITY BENEFITS LAW - UNEMPLOYMENT INSURANCE LAW

- 1. The Employer shall cover its employees so that they shall receive maximum weekly cash benefits provided under the New York State Disability Benefits Law on a non-contributory basis, and also under the New York State Unemployment Insurance Law, whether or not such coverages are mandatory.
 - 2. Failure to so cover employees makes the Employer liable for all loss of benefits and insurance.
- 3. The Employer will cooperate with employees in processing their claims and shall supply all necessary forms, properly addressed, and shall post adequate notice of places for filing.

36. SICKNESS BENEFITS

- 1. Effective January 1, 1972, any regular full-time employee with at least one (1) year of service (as defined in Section 3 below) in the building or with the same Employer, shall receive in a calendar year from the Employer as follows:
 - (a) If he is absent because of bona fide illness not covered by disability benefits or workmen's compensation, he shall receive for each consecutive day of absence after the first, one (1) full straight-time day's pay, up to five (5) straight-time days' pay.
 - (b) If he receives disability benefits for illness covered by the New York State Disability Benefits Law, or if he receives only one (1) week or less benefits for illness covered by the New York State Workmen's Compensation Act, he shall receive from the Employer up to five (5) straight-time days' pay for the waiting period not covered by law.
 - (c) The amount payable under (a) and (b) above may not together exceed a total of ten (10) days in any calendar year, at least five (5) of which must be pursuant to (b) above.
- 2. Employees who have continued employment to the end of the calendar year and have not used all sickness benefits, shall be paid, in the succeeding January, one-half (½) days' pay, for each such unused day, not to exceed two and one-half (2½) days' pay.
- 3. For the purpose of this Article, one (1) year's employment shall be reached on the first day of the calendar year following the anniversary date of employment.
- 4. All payments set forth in this Article are voluntarily assumed by the Employer, in consideration of concessions made by the Union with respect to various other provisions of this agreement, and any such payment shall be deemed to be a voluntary contribution or aid within the meaning of any applicable statutory provisions.

37. WELFARE AND PENSION FUNDS

A. Welfare Fund

1. The Employer agrees to make payments into a joint welfare trust fund, known as the "Building Service Welfare Fund", to cover employees covered by this agreement who work regularly fourteen (14) hours or more in each workweek, including such employees of other Employers in or connected with the industry for whom contributions are paid, with welfare benefits under such provisions, rules and regulations as may be determined by the Trustee of the Fund, as provided in the Agreement and Declaration of Trust, dated March 12, 1964, or in any successor; provided, however, that the Employer may, by making the required payments into the Fund, cover such other of his employees as he may elect, and provided such coverage is in compliance with law and the Trust Agreement.

2. The Employer shall contribute to the Fund \$348.00 per year for each employee payable when and how the Trustees determine, to cover employees and their dependent families with welfare benefits as agreed by the collective bargaining parties, and under such provisions, rules and regulations as may be determined by the Trustees.

3. Except as qualified by Article II, Section 3 of this agreement with respect to group life insurance, if the Employer has a plan in effect prior to the effective date of this agreement which provides welfare benefits the equivalent of, or better than, the benefits provided for herein, and the cost of which to the Employer is at least as great, he may cover his employees under his existing plan or under this Fund. If the Trustees decide the existing plan does not provide equivalent benefits, but does provide welfare benefits superior to one or more types of welfare under this Fund, the Employer may participate in the Fund wholly, or partially for hospitalization and surgical coverage, or hospitalization

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coverage, and make his payments to the Fund in the amount determined by the Trustees uniformily for all similarly participating Employers

4. If any future applicable legislation is enacted there shall be no duplication or cumulation of coverage and the parties will negotiate such changes as may be required by law.

The Building Service Pension Fund shall continue in force and effect in accordance with its provisions, which include the power of its Trustees to revise the amounts of the pension benefits and the conditions under which benefits will be paid, and to continue to cover such employees of other employers in or connected with the industry for whom contributions are paid, provided coverage is in compliance with law.

2. (a) Effective January 1, 1972, the Employer shall pay into the Fund the sum of \$4.00 per week for every regular employee as defined in the Building Service Pension Plan, as it may be amended, except as indicated in Section

3 hereof.

- (b) Effective January 1, 1973, the Employer shall pay into the Fund the sum of \$5.00 per week for every regular employee as defined in the Building Service Pension Plan, as it may be amended, except as indicated in Section 3 hereof
- (c) Effective January 1, 1974, the Employer shall pay into the Fund the sum of \$6.00 per week for every regular employee as defined in the Building Service Pension Plan, as it may be amended, except as indicated in Section 3 hereof
- If the Employer has in effect a pension and retirement plan which has been determined to provide benefits equivalent or superior to those provided under the Building Service Pension Plan, it may continue such plan provided it continues to provide retirement benefits equivalent or superior to the benefits that are provided under the Building Service Pension Plan during the term of this agreement, and it shall be relieved of any obligation to make payments into the Fund.
- 4. If the Employer has an existing plan, as referred to above, it shall not discontinue or reduce benefits without prior Trustee approval. This limitation shall not apply (a) to a bona fide sale or transfer of legal or equitable title of prior frustee approval. This limitation shall not apply (a) to a bona noe sale of transfer of legal or equitable title of the building, or (b) if control changes through lease or pursuant to law, or (c) to bona fide transfer of employees to gnother Employer, or (d) where the Employer's plan is discontinued or reduced for all employees it covers in addition to the building service employees; provided that equitable conditions satisfactory to the Trustees, or if they disagree, to the Arbitrator, are accepted by the Employer, provided, however, that such conditions (1) do not require an Employees are accepted by the Employer, provided, however, that such conditions (1) do not require an Employees are accepted by the Employer, provided, however, that such conditions (1) do not require an Employees are accepted by the Employer, provided to the Employees to the Employer and the Employees to a solution of the Employees to a bona fine to the Employees to the Arbitrator, are accepted by the Employer, provided, however, that such conditions (1) do not require an Employer payment to the Fund exceeding an amount equal to the Fund's contribution for the total service length of each current employee, not to exceed five (5) years, (2) do not require any Employer payment to the Fund with respect to any employee entitled to vested rights under 'he Employer plan, which at age 65 would provide equivalent or greater benefits than the present Building Service Pension Plan, and (3) do not require, with respect to employees entitled to vested benefits under the Employer's plan less than the benefits provided for in the Building Service Pension Plan, a payment to the Fund exceeding the proportion by which the difference between the Building Service Pension Plan maximum benefit and the benefit vested in the employee bears to the maximum benefit under the Building Service Pension retain applied to the maximum payment required under alternative (1) hereof, or (e) where the Arbitrator relieves the rian applied to the maximum payment required under alternative (1) hereof, or (e) where the Arbitrator relieves the Employer of this obligation because its enforcement would work an undue hardship, injustice or inequity upon the Employer.
- 5. In no event shall the Trustees or any of them, the Union or the R.A.B., directly or indirectly, by reason of this agreement, be understood to consent to the extinguishment, change or diminution of any legal rights, vested or otherwise, that anyone may have in the continuation in existing form of any such Employer pension plan, and the Trustees or any of them, the Union and the R.A.B. shall be held harmless by an Employer against any action brought by anyone covered under such Employer's plan asserting a claim based upon anything done pursuant to Section 4 of this Article. Notice of the pendency of any such action shall be given the Employer who may defend the action on behalf

Provisions Applicable to Both Funds

1. If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Welfare and Pension Trust agreements, and any and all expenses of collection, including but not limited to counsel ees, arbitration costs and fees, and court costs.

If this agreement shall be in effect after December 31, 1974, on or ofter January 1, 1975, any contributions and benefits required hereunder shall be increased by any amount and in the same manner and on the same effective date as contributions and benefits may be increased in the Commercial Building Agreement to succeed the presently effective 1972 Commercial Agreement between Union and R.A.B., and if in said successor agreement service fees are

required to be paid, the same fees shall be required to be paid hereunder.

3. The Trustees of the Funds shall make such amendments to the Trust Agreements, and shall adopt such regulations, as may be required to conform to applicable law, and which shall in any case provide that employees whose work comes within the jurisdiction of the Union (which shall not be considered to include anyone in an important managerial position) may only be covered for benefits if the building in which they are employed has a collective bargaining agreement with the Union. Any dispute about the Union's jurisdiction shall be settled by its President and the R.A.B.'s Executive Secretary or by the Arbitrator if they cannot agree utive Secretary, or by the Arbitrator if they cannot agree.

Dated: New York, N.Y. , 197	LOCAL 32B, SERVICE EMPLOYEES
EMPLOYER	INTERNATIONAL UNION AFL-CIO
Firm Name	1 East 35th Street New York, N. Y. 10016 (212) 679-1288
Ву	
Business Address	Ву
Rusiness Telephone	





Sage Realty Corporation 437 Madison Avenue New York, New York 10022 Telephone 212 PL8-0437

January 21, 1975

Realty Advisory Board on Labor Relations, Incorporated 292 Madison Avenue
New York, N. Y. 10017

Gentlemen:

We are in receipt of your letter of January 17, 1975 and we wish to advise you that you are in error. We are not now nor do we intend to be members of the Realty Advisory Board on Labor Relations, Incorporated and we wish to inform you formally that we are not bound by your acts or actions, nor are you authorized to act in our behalf.

Very truly yours,

SAGE REALTY CORPORATION

BY

MELLENNEAUENIA

MK:hbk

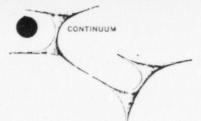
cc: Proskauer Rose Goetz & Mendelsohn

CERTIFIED
RETURN RECEIPT REQUESTED

USA 335 - 475 DER ENDINES (ED. 4-23-71)

> EXHIBIT U. S. DIST. COURT S. D. OF N. Y.

Air



WILLIAM KAUFMAN ORGANIZATION | REAL ESTATE · INVESTMENT BUILDERS

437 MADISON AVENUE . NEW YORK, NEW YORK 10022 . TE EPHONE 212 PLAZA 8-0437

MELVYN KAUFMAN

WILLIAM KAUFMAN

ROBERT KAUFMAN

January 21, 1975

Realty Advisory Board on Labor Relations, Incorporated 292 Madison Avenue New York, N. Y. 10017

Gentlemen:

We are in receipt of your letter of January 17, 1975 and we wish to advise you that you are in error. We are not now nor do we intend to be members of the Realty Advisory Board on Labor Relations, Incorporated and we wish to inform you formally that we are not bound by your acts or actions, nor are you authorized to act in our behalf.

Very truly yours,

WILLIAM KAUFMAN

ORGANIZATION

KAHEM

MK:hbk

cc: Proskauer Rose Goetz & Mendelsohn

CERTIFIED RETURN RECEIPT REQUESTED USA 233 - 475 DOF INTS

EXHIBIT U. S. DIST. COURT S. D. OF N. Y.

FPI-MI-4-8-74 30M-2001

EMPLOYEES INTERNATIONAL



EAST 35th STREET

NEW YORK, N. Y. 10016

ARTHUR L. HARCKHAM, K.M. President

THOMAS G. YOUNG Vice-President

JOHN J. SWEENEY Secretary-Treasurer

HARRY LINDNER Secretary

GECIL E. WARD Executive Assistant to the President

Attn: Mr. Melvin Kaufman

COMPANY ________CLASSIFICATION. INSTRUCTIONS FEB 2 6.1975

FOLDER

January 9, 1975

Sage Realty Corp.

437 Madison Ave. New York, NY 10022

Re: 127 John St.

Gentlemen:

On October 25, 1974 we advised you that our contract with you covering the above building would expire on December 31, 1974.

This is to advise you that we have arrived at an agreement with the Realty Advisory Board on Labor Relations, Inc. as a result of our negotiations which were concluded on December 30, 1974.

The enclosed stipulation sets forth the basis of the new agreement. We request that you institute the wage increase to the employees effective immediately, retroactive to January 1, 1975. This increase and the other changes provided for in the settlement will be expressed in the new agreement.

By complying with this request we will feel confident of your willingness to over into a new agreement with us on the same basis as the Realty Advisory Board Agreement to cover the employees in the above building.

As soon as the new contract forms are received from the printer. we shall mail them to you.

c+ 200 34

Very truly yours,

Kevin O. McCulloch,

Contract Director

EXHIBIT U. S. DIST. COURT S. D. OF N. Y.

USA 338 - 475 DEKETED ATTE

(ED. 4-23-71)

FP! MI-4-8-74-30M-2001

IT IS HEREBY STIPULATED AND AGREED by and between the Realty Advisory Board on Labor Relations, Inc. ("RAB") and Local 32B, Service Employees International Union, AFL-CIO ("Local 32B") that:

- 1. The collective bargaining agreement effective January 1, 1972 known as the Commercial Building Agreement between the RAB and Local 32B be and hereby is continued through D_e cember 31, 1977 except as modified herein.
- 2. Effective January 1, 1975 there shall be an hourly wage increase of \$.50 per hour.
- 3. Effective January 1, 1976 there shall be an hourly wage increase of \$.375 per hour.
- 4. Effective January 1, 1977 there shall be an hourly wage increase of \$.375 per hour.
- 5. Minima shall be increased in each year in the amounts provided above in paragraphs 2, 3 and 4.
- 6. Effective January 1, 1976 the minima for handymen, porterforemen and starters shall be increased by \$.05 per hour.
- 7. a. Effective January 1, 1976 in the event that the percentage increase in the cost of living (Consumer Price Index for the City of New York) from November 1, 1974 to November 1, 1975, exceeds 12%, then, in that event, an increase of \$.03 per hour for each full 1% increase in the cost of living in excess of 12% shall be granted effective for the first full work week commencing after January 1, 1976. In no event shall said increase pursuant to this provision exceed \$.09 per hour. In computing increases in the cost of living above 12%, less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minima.
- b. Effective January 1, 1977 in the event that the percentage increase in the cost of living (Consumer Price Index for the City of New York) from November 1, 1975 to November 1, 1976, exceeds 10%, then, in that event, an increase of \$.03 per hour for each full 1% increase in the cost of living in excess of 10% shall be granted effective for the first full week commencing after January 1, 1977. In no event shall said increase pursuant to this provision exceed \$.15 per hour. In computing increases in the cost of living above 10%, less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minima.
- 8. Effective January 1, 1976 the employers shall increase their contribution to the Pension Fund in the amount of \$1.00 per employee per week. Effective January 1, 1977 the employers shall increase their contribution to the Pension Fund by the amount of \$1.00 additional per employee per week.

Effective July 1, 1975, pensions for employees who have retired or will retire before December 31, 1976 shall be increased above the amount they are presently receiving or will receive pursuant to the terms

of the Pension Plan by 10% or \$5.00, whichever is more, but in no event shall this provision increase pensions for such employees to more than \$100.00 per month. On January 1, 1977 the pension for 25 years' service at age 65 shall be increased to \$200.00 per month. All other types of pension benefits shall be adjusted in accordance with law. 9. The welfare fund contributions shall be increased in order to preserve existing benefits, maintain an adequate reserve, increase the major medical coverage to \$10,000 effective January 1, 1975 and increase life insurance coverage to \$5,000. effective July 1, 1976. It is agreed that the cost of these benefits shall be met by a contribution of \$480 per year per employee as of January 1, 1975. If on or after July 1, 1976 the Trustees find the payment provided herein insufficient to maintain benefits and to increase life insurance coverage from \$4,000 to \$5,000, they may require the parties to negotiate to determine the amounts needed. In the event the parties are unable to reach agreement the matter shall be referred to the Arbitrator for determination. 10. a. Effective January 1, 1975, any full-time employee with at least ONE (1) year of service (as defined below) in the building or with the same Employer, shall receive in a calendar year from the Employer ten (10) paid sick days per year from the first day of bona fide illness. The employee shall receive the above sick pay whether or not such illness is covered by New York State Disability Benefits Law or the New York State Workmen's Compensation Act; however, there shall be no pyramiding or duplication of Disability Benefits and/or Workmen's Compensation Benefits with sick pay.

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b. Effective January 1, 1975, employees who have continued employment to the end of the calendar year and have not used all sickness benefits shall be paid in the succeeding January, one-half $(\frac{1}{2})$ day's pay for each unused day, not to exceed five (5) days' pay. Payment shall be based on the wages effective in the immediately preceeding December.

c. Effective January 1, 1975, for the purpose of this section ONE year's employment shall be reached on the anniversary date of employment.

Employees who complete ONE year of service after January 1, 1975 shall receive a pro rata share of sickness benefits for the balance of the calendar year.

- d. All payments set forth in this section are voluntarily assumed by the Employer, in consideration of concessions made by the Union with respect to various other provisions of this agreement, and any such payment shall be deemed to be a voluntary contribution or aid within the meaning of any applicable statutory provisions.
- 11. One additional holiday shall be granted effective January 1, 1975. Said holiday shall be Lincoln's Birthday or shall be a date mutually agreed upon thirty days prior to Lincoln's Birthday.

S. DIST. COURT S. D. OF N. Y.



-4 8 74 30M 2001

APPLICATION FOR MEMEERSHIP

REALTY ADVISORY BOARD ON LABOR RELATIONS, INCORPORATED

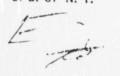
292 Madison Avenue New York, N. Y. 10017

889-4100

The undersigned hereby applies for membership i	n the Realty Advisory Board on Labor Relations,
Incorporated, on behalf of the building known as	(Give Name of Building)
located at	ITMBERS of the Promises)
and agrees to pay quarterly dues of ONE DOLLAR building service employee, (exclusive of cleaning wor of Directors, in accordance with Section 13 of the b	nen) when and as such dues are levied by the Board
	eto as payment in advance of the quarterly dues for the
quarter beginning	Quarters begin, first day of Sept., Dec., March and June).
	, whose address
is 529 Fifth Avenue, New York, N.Y	
and act for such membership.	
Date11-3-1969	James P. McGuires, P. Vice President
	James P. McGdiles, 12. Vice Flesident
BUILDING (Please supply all the info	
AGENT Cushman & Wakefield, Inc.	NO. OF ELLVATORS: Total 1.3
Address 529 Fifth Avene, N.Y., N.Y.	Pass. 12. Freight. 1. S. W. Self Service 1.3
Type of Building: (Indicate by 1/)	NUMBER OF EMPLOYEES:
Office 🔀 · Loft 🗌 Apartment 🗌	Elevator Opr. 0 Cleaning Women 0
507.590.sq.ft.	All others 1 Total 1
Gr. Rentable Area Gr. Area No. of Rooms	Height 25 Stories

SA 33+-475 ED. 4-23-71)

> EXHIBIT U. S. DIST. COURT S. D. OF N. Y.



FPI-M!--4-8-74-30M-2001

APPLICATION FOR MEMBERSHIP

REALTY ADVISORY BOARD LABOR RELATIONS, INCORPORATED

292 Madison Avenue New York, N. Y. 10017

889-4100

The undersigned hereby applies for membership i	in the Realty Advisory Board on Labor Relations,			
Incorporated, on behalf of the building known as 127 JOHN STREET	(Give Name of Building)			
(Give ALL THE SUPLET N	NIMBERS of the Frenuses)			
and agrees to pay quarterly dues of ONE DOLLAR building service employee, (exclusive of cleaning wor of Directors, in accordance with Section 13 of the building service).	nen) when and as such dues are levied by the Board			
Check for \$is attached here (MINIMUM FIR BLDS. \$5.00)	eto as payment in advance of the quarterly dues for the			
quarter beginning	Quarters begin, first day of Sept., Dec., March and June).			
We hereby designate Mr. James P. McGuir	ce ,, whose address			
is 529 Fifth Avenue, New York and act for such membership.	New York to represent			
Date4/12/1971	Janes P. Che Cach			
James P. McGuire (Sgnature) /Senior Vice President BUILDING DATA: (Please supply all the information requested below)				
AGENT Cushman & Wakefield, Inc. Address. 529 Fifth Avenue Type of Building: (Indicate by V)	NO. OF ELEVATORS: Total. 14 Pass. 13 Freight 1 S. W. 0 Self Service NUMBER OF EMPLOYEES:			
Office 🗵 Loft 🗌 - Apartment 🗍 511,154 sq. ft. 514,178 sq. ft.	Elevator OprQCleaning WomenQ All others			
Gr. Rentable Area Gr. Area No. of Rooms	Height 32 Stories			

State of Connecticut
OFFICE OF SECRETARY OF THE STATE

SS

HARTFORD.

I hereby certify that the foregoing is a true copy of record in this office

In Testimony Whereof, I have hereunto set my hand, and affixed the Seal of said State, at Hartford, this 2nd day

l Auen

EILED Since of Connecticut

AUG 2: 1971 - 10 1.2 A.M.

THE CERTIFICATION OF BOAD

CERTIFICATE OF AMENDMENT TO THE CERTIFICATE OF INCORPO-RATION OF REALTY ADVISORY BOARD ON LABOR RELATIONS, INCORPORATED



- The name of the corporation is:

 REALTY ADVISORY BOARD ON LABOR RELATIONS, INCORPORATED.
- 2. The amendment to the Certificate of Incorporation is annexed hereto as Exhibit A.
- 3. An amendment resolution setting forth this amendment was adopted by the board of directors and by the members of the corporation.
- 4. Vote of members:
 - (a) Number of members voting 146
 - (b) Total Voting Power 13 76.
 - (c) Vote Required for Adoption 730
 - (d) Vote Favoring Adoption 1376.

We hereby declare, under the penalties of perjury, that the statements made in the foregoing certificate are true.

Dated: New York, New York

July 29, 1971

Edward F. Gallaner

Kiskadaon, Secretary

[Seal]

Exhibit A

CENTIFICATE OF INCORPORATION

OF

REALTY ADVICORY BOARD ON LABOR FELATIONS, INCORPORATED

Article I

MARIE

The name of this Corporation is and shall be the REALTY ADVISORY BEARD ON LABOR RELATIONS, INCORPORATED.

Article II

FURPOSE

The purpose of this Corporation is to service its members' labor problems relating to the maintenance and operation of its nembers' buildings, and to engage in any lawful activity which may directly or indirectly contribute to the accomplishment of this purpose.

Article III

MOUPEOFER HATTER

This Corporation is a nonprofit corporation and it shall not have or issue shares of steck or pay dividends.

Article IV

DUPATION

The existence of this Corporation shall be perpetual.

Article V

POWERS

This Corporation shall have and may exercise all the powers granted to corporations without capital stock under the Laws of the State of Connecticut, except as limited by this Cortificate of Incorporation, or the Constitution, and the By-Laws.

Article VI

MEMBERSHIP

Duilding Memberships, and Commerical Duilding Memberships.

Every application for membership must be on belalf of either a residential or a commercial building in New York City, and must designate the person who will become the member of the Comporation to act for and represent such membership as its agent, in the affairs of the Comporation.

Each member shall be entitled to one vote for each membership he represents, and the designator of said member may at any time change the name of the designee as the member representing said building. Liability for dues and assessments shall not extend to a member as such, but only to the person, firm or composation ouming, leasing or operating the building for which a membership is issued.

The Board of Directors may, in its discretion, establish a corporative membership for persons, firms and corporations not qualifying as representatives of a particular building, but interested in real estate in New York City, and the Board may define the status, rights and obligations of such cooperating members.

Article VII

The state of the s

The preparty and affairs of the Corporation shall be managed by a Foard of Directors consisting of the numbers, five directors are to be elected by the Residential Building Meri alphips, twelve directors are to be elected by the Commercial Building Memberships, and one director is to be elected at large by the entire membership. Each director shall have one vote. The Board shall exercise all of the powers of the Corporation except as otherwise empressly provided, and it may delegate all or may part of its power to an Miscutive Committee of two or pore of its members.

Article VIII

CONSTRUCTION AND BY-LAND

The Constitution and By-Laus of this Corporation shall provide for the general regulation and management of

its business and affairs, and they may be added to, repealed, or amended in the manner provided for therein.

Article IX

MEETINGS OF THE HOLDERS

Meetings of the members of this Corporation may be held within or without the State of Connecticut, and voting may be in person or by proxy. This Corporation shall have the right to carry on its business, or any part thereof, and to engage in activities, in any part of the United States, or in foreign countries.

Universed Stanfield Coderpote action Company

SIXTY WALL STREET

NEW YORK, N.Y. 10005

(212) 344-8200 TELEX 128225

May 21, 1973

REALTY ADVISORY DOARD ON LABOR RELATIONS

Gordon Arkin, Esq.
Proskauer, Rose, Goetz
& Mendelsohn
300 Park Avenue
New York, N. Y.

Dear Gordon:

Enclosed find one long form Good Standing Certificate issued by the State of New York for the above captioned Connecticut corporation.

Cordially,

Robert F. Gilhooley

RFG/1r

Enc.

State of Mon Gack ss.:

It in Merring Cerified. That REALTY ADVISORY DARD ON IMBOR RELATIONS, INCORPORATED, a Connecticut corporation, filed qualifying papers in this Department on the nineteenth day of June, 1939, as a Not-for-Frofit corporation, and that a certificate of authority to do business in the State of New York was issued to it on the same day; that no Surrender of Authority has been filed and, so far as shown by the records of this Department, such corporation is still authorized to do business in the State of New York.

Department of State at the City of

Albany, this Sixteenth day

of May one thousand

nine hundred and Seventy-three.

John P. Lornengo-Secretary of State

CONSTITUTION OF REALTY ADVISORY BOARD ON LABOR RELATIONS, INCORPORATED

I. Purpose:

The purpose of this Corporation is to service its members' labor problems relating to the maintenance and operation of its members' buildings, and to engage in any lawful activity which may directly or indirectly contribute to the accomplishment of this purpose.

II. Membership:

behalf of some building in the City of New York, and must designate the person who will become the member of the Corporation to act for and represent such membership as its agent in the affairs of the Corporation. Each member shall be entitled to one vote for each membership he represents, and the designator of said member may at any time change the name of the designee as the member representing said building. Liability for dues and assessments shall not extend to a member as such, but only to the person, firm or corporation owning, leasing or operating the building for which a membership is issued.

The Board of Directors may, in its discretion, establish a gooperative membership for persons, firms and corporations not qualifying as representatives of a particular building, but interested in real estate in New York City, and the Board may define the status, rights and

obligations of such cooperating members.

III. Management:

The property and affairs of this Corporation shall be managed by a Board of Directors consisting of twenty-five directors. At each annual meeting of the members, twelve directors are to be elected by the Residential Building Memberships, twelve directors are to be elected by the Commercial Building Memberships, and one director is to be elected at large by the entire membership. Each director shall have one vote. The Board shall exercise all of the powers of the Corporation, except as otherwise expressly provided.

Executive Committee:

The Board of Directors in its discretion may at any time appoint an Executive Committee of three or more of its members, and may delegate all or any part of its authority to such Committee. The Board may also appoint such other committees as it may deem desirable. By-Laws:

The Board of Directors may from time to time enact, amend, or repeal by-laws, subject, however, to provisions of law, or the certificate of incorporation. The members may enact, amend, or repeal any provision of the by-laws at a membership meeting duly called for that purpose by ten days' written notice containing the proposed changes, or the substance thereof.

VI. Officers:

The officers of the orporation shall be a President, a Vice-President for Residential Buildings, a Vice-President for Commercial Buildings, an Executive Vice-President, a Secretary, and a Treasurer, and such other officers as may be appointed by the Board of Directors. The offices of Secretary and Treasurer may be held by the same person. Procedure for the election of officers, and the duties of officers, shall be prescribed by the by-laws.

VII. Amendments:

This constitution may be amended at any time by a vote of a majority of the memberships taken at a meeting of members, duly called for that purpose by ten days' written notice, containing the proposed amendments or the substance thereof.

BY-LAWS OF REALTY ADVISORY BOARD ON LABOR RELATIONS, INCORPORATED

OFFICERS

SECTION 1. The President, Vice-Presidents, Executive Vice-President, Secretary and Treasurer shall be appointed by the Pard of Directors and shall serve at their discretion, except as may be otherwise provided herein. The Executive Vice-President shall serve in accordance with an agreement (referred to herein as "the agreement") to be entered into between such officer and the corporation, which agreement shall be approved in accordance with these by-laws. In addition to the duties prescribed in the by-laws, said officers shall perform such duties as may be assigned to them by the Board of Directors. A vacancy in any such office shall be filled by the Board of Directors. The Board of Directors may appoint such other officers and agents as to it may seem desirable, and define their term of office and duties. No officer other than the Executive Vice-President, who shall be compensated in accordance with the agreement, shall receive any salary without the express vote of the Board of Directors or the Executive Committee.

PRESIDENT

SECTION 2. It shall be the duty of the President to preside at all meetings of members of the Corporation, and of the Board of Directors.

VICE-PRESIDENTS

SECTION 3. In the event of the absence of the President, or his failure or inability to act, the Vice-President who has

held the position longest shall perform his duties.

EXECUTIVE VICE-PRESIDENT

President to devote his full time and effort to running the operations of the Corporation in accordance with the terms of the agreement.

TREASURER

his designee to collect all dues, assessments and other moneys due the corporation; to take custody of all moneys belonging to the Corporation; and to account to the Board of Directors for the funds of the Corporation. He may be required by the directors or the Executive Committee to furnish a bond in such amount and form as the Board or the Executive Committee may determine.

SECRETARY

his designee to act as clerk at all meetings of the members of the Corporation, and the Board of Directors; to keep, or cause to be kept, minutes of the proceedings of such meetings in a minute book, and to certify abstracts therefrom; to give and serve all notices, including notices of meetings of members, and the Board of Directors; to have custody of the seal of the corporation, and to affix the same to corporate instruments, and attest the same.

REMOVAL OF OFFICERS

SECTION 7. Any officer may be removed at any time by the Board of Directors, provided, however, that the Executive

Vice-President may ! removed only in accordance with the terms of the agreement.

MEETING OF MEMBERS

SECTION 8. The annual meeting of the members of the Corporation shall be held yearly in the months of December or January, at such time and place in the City of New York as may be determined by the President.

Special meetings of the members may be called at any time by the Board of Directors, or the Executive Committee, and it shall be the duty of the President to call a special meeting upon the written request of fifty memberships.

All meetings of members shall be called by ten days written notice given by mail to each member of the Corporation.

At all meetings of members, each member shall be entitled to one vote for each membership represented by him, and may vote in person or by proxy.

One hundred memberships represented in person, or by proxy, shall constitute a quorum.

ELECTION OF DIFECTORS

SECTION 9. A Board of twenty-five directors is to be elected by the members at their annual meeting, twelve to be elected by Residential Building Memberships, twelve to be elected by Commercial Building Memberships, and one to be elected at large by the entire membership. Other rules, regulations, and details of said election shall be determined by the Board of Directors, or an Election Committee appointed

by it for that purpose.

All vacancies on the Board of Directors shall be temporarily filled by appointment by the President until the next meeting of the Board of Directors, at which time such vacancy shall be filled by the remaining directors representing the particular class of buildings affected by the vacancy.

MEETINGS OF BOARD OF DIRECTORS

shall be held immediately following the annual membership meeting, or as soon thereafter as is practical, at such time and place in New York City as may be designated by the President. Special meetings may be called at any time by the President, and must be called by the President or Secretary upon the request of a majority of the members of the Board. A written notice of the time and place of all meetings of the Board shall be mailed to each member of the Board at least two days prior to the date thereof. A majority of the Directors shall constitute a quorum.

VOTING BY DIRECTORS

SECTION 11. Except as otherwise provided in these By-Laws any action may be taken by the Board of Directors by a majority vote of the members of the Board attending a meeting where there is a quorum present.

Any collective bargaining agreement shall not be deemed to have been approved by the Board of Directors unless it is approved by both (a) a majority of the Board of Directors attending a meeting of the Board where a quorum

is present and (b) in the case of a collective bargaining agreement affecting residential buildings, a majority of the members of the Board of Directors, elected by the residential members, attending such meeting or in the case of a collective bargaining agreement affecting commercial buildings a majority of directors elected by commercial members attending such meeting.

agreement affecting both residential and commercial buildings a majority of the members of the Board of Directors attending a meeting, at which there is a quorum, shall be sufficient to approve such collective bargaining agreement.

EXECUTIVE COMMITTEE

Executive Committee of three or more of its own members.

The Executive Committee shall exercise such authority as is delegated to it by the Board, and shall prescribe its own rules and regulations.

DISBURSEMENTS, CHECKS, DRAFTS AND NOTES

SECTION 13. All funds disbursed shall be by signature of any two officers of the Corporation, except for payroll checks (including fees paid to directors) which shall be paid in accordance with the direction of the Executive Committee. The Corporation may borrow only on authorization of the Board of Directors.

MEMBERSHIP

SECTION 14. Any person, firm, association or corporation desiring to obtain a membership or memberships, for one or more

buildings owned or operated in the City of New York, shall apply therefor in writing to the Secretary. The Secretary shall thereupon submit the application for approval to the next meeting of the Board, or to such officer or committee as is designated by the Board for such purpose. If said application be approved as above provided, the membership or memberships shall be established upon payment in advance of the amount of the next semi-annual assessment.

DUES AND ASSESSMENTS

SECTION 15. Semi-annual assessments shall be fixed by the Board of Directors and shall be based on the number of building service employees, exclusive of office cleaners (Maintenance Cleaner I) in each building provided that the minimum semi-annual assessment for each building shall be \$30.00.

When, in the judgment of the Board of Directors, an emergency arises requiring the immediate use of funds in excess of the current assessment, then the Board of Directors may advance the date of the next assessment to make it payable forthwith.

The Board of Directors shall have power to contract with any association or group of building owners whereby said association or group may join for all of the members of said association, or group, upon such basis as the Board of Directors may determine. In cases where such contract is made, every member of the association, or group, shall become directly, and separately, a member of this Corporation, subject to all of the obligations, and entitled to all of the benefits of membership.

All assessments shall be due and payable by the tenth of the month following the mailing of the notice thereof.

RIGHTS OF MEMBERS

SECTION 16. Every member shall be entitled to one vote for each membership.

Each membership shall be entitled to the . following rights and privileges:

- (a) The advice of the staff of the corporation, and the counsel of the corporation, in respect to relations with its employees.
- (b) The services of the staff in handling matters of negotiation and arbitration arising out of labor relations.
- (c) Such other assistance in handling labor difficulties as is authorized by the Board of Directors.

RESIGNATIONS AND EXPULSION

SECTION 17. Any member may withdraw at any time. Any membership may be terminated upon thirty days' written notice to the Secretary, provided that all moneys due on account of said membership are fully paid, or are waived by action of the Board of Directors.

A membership may be terminated without notice by action of the Board for non-payment of dues and assessments.

Any member may be expelled, and any membership may be cancelled for violation of the constitution,
by-laws, rules or regulations of the Corporation, or for
conduct deemed prejudicial to the interests of the Corporation,
or its members, or the real estate industry. Such expulsion
shall take place only after presentment of written charges
and due notice and hearing, by vote of three-fourths of the
directors, or a vote of three-fourths of the memberships
represented at any annual, or special meeting of members.

PLACE OF MEETINGS OF MEMBERS

SECTION 18. Meetings of members may be held at the office of the Corporation, in the City of New York, or elsewhere, within or without the State of New York, as may be determined by the Board of Directors.

NOTICES

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SECTION 19. All notices required to be given by the Corporation, its directors, officers or committees, to any member, membership or director, may be given in writing by depositing the same in the post office, or post box, in a postpaid wrapper, bearing the address of the person, firm or corporation to be notified, as it appears on the books of the Corporation. Any notice may be waived in writing by the person, firm or corporation entitled to receive it.

SEAL

SECTION 20. The corporate seal shall be circular in form, and shall have inscribed thereon the name of the Corporation and the year and state of its incorporation.

AMENDMENTS TO BY-LAWS

or repeal by-laws at any meeting duly noticed for that purpose, provided the proposed change, or the substance thereof, shall be included in said notice. The members shall have the right to amend, repeal, or enact by-laws, as provided in Article V of the Constitution.

State of New York Department of State

24194

-1 hereby certify that I have compared the annexed copy with the original document filed by the Department of State
-- and that the same is a correct transcript of said original.

WITNESS my hand and seal of the Department of State on

'AUG 2 6 1971

Secretary of State

CERTIFICATE OF AMENDMENT OF APPLICATION FOR AUTHOLITY OF THE REMAIN ADVISORY EOARD ON LABOR RELATIONS, INCORPORATED UNDER CONCLUSION OF THE NOT-FOR-PROFIT CORPORATION LAW. The name of this corporation is the Realty Advisory Board on Labor Relations, Incorporated. Its jurisdiction of incorporation is the State of Connecticut. It was authorized to conduct activities in the State of New York on June 19, 1939. 4. By this Certificate of Amendment, the Realty Advisory Poord, Incorporated declares that it is a "Type A" not-for-profit corporation under Section 201(b) of the Not-For-Profit Corporation Law. Dated: How York, How York July 29, 1877. / Edward F. Gallaher Mand P. Callaher, President COUNTY OF HIM YORK) 68.:

Edward F. Gallicher being duly sworn, deposes and mays, that he is the President of Realty Advisory Beard on Labor Relations, Incorporated, and is the person who executed the foregoing certificate, that he has read the same and brows the centents thereof, and that the statements centained therein are true to the best of his knowledge.

A Edward F. Gallaher

this 29 day of July, 1971

KEdith C. Balley

Edith C. Bailey Notary Public, State of Men York No. 0131250

Qualified IN Bronk County Commission Expires March 30,1973 MR. LEES COPY 10/21/69

U. S. DIST. COURT S. D. OF N. Y.

USA 33a - 175 (ED, 4-23-71)

EMPAREMENT, COMMERCIA

EXHIBIT

THIS ACREMENT, made this HARday of between SAGE REALTY COM CRATICE, a New York componetion, hereinefter reformed to as "SAGE", having an office at 457 Medicon Avenue, New York, Now York 10022, perty of the First Part, and COUNTAIN & WAKEFIELD, INC., a New York corporation, hereinofter referred to as "AGENT", having on office at 529 Fifth Avenue, City, County and State of New York, party of the Second Part.

organization, UITHESSETH

WHEREAS, Ellion Kasiman, Chicy of the property known and decignated as 14 4 alex-64 real, in the City, County and State of New York, has, by an agreement made with Sage, authorized the said Sage to enter into this Agreement as this apprecentative, and

WHEREAS, by the terms of soid Agreement Sego is duly authorized With almost to designate a menaging agent for the Duilding known as 47 Water Street, Hen York, and

WHEREAS, the parties hereto are desireus of making this Agreement wherein and whereby Sage will appoint Cushann & Wakefield, Inc. Agents for them for the management and operation of the said property, and

WHEREAS, Cuchmon & Watefield, Inc. desixes to accept said appointment.

MCM, THEREFORE, in consideration of the nutual and reciprocal agreements hereinefter set footh, the portion hereto do agree as follows:

FIRST: Sega does hem by appoint the Agent, and the Agent hereby accepts appointment as custosive panaging agents of the premises known 127 Jonin 1 and designated as We hater bereef, New York, which premises are hereinofter referred to as "LERLEDES", on the torms and provisions as hereinafter contained.

SECOND: The Agent shall, through its subsidiery, Property Maintenance Comporation, subject to the control of Sage, render and perform the following services:

- to be employed to maintain and operate the Pullding, who, in each instance, shall be the Agent's and not Sage's employees, excepting that Agent shall be reimbursed for all salaries paid to such employees and for all government taxes and/or union payments required to be made upon employees' compensation, if any of the foregoing taxes or union payments are the obligation of a employer and Sage shall hold the Agent harmless from any liability to any governmental agency or union, which may arise by reason of the rate of compensation poid to such employees if the same be less than the prevailing wage and Sage has directed such lessor payments.
- b) Course the Reilding to be maintained in first-class condition, including interior and exterior elecating and cause necessary repairs and alterations thereto to be made, subject to the conditions of this Agreement. Condinary repairs or alterations involving an expenditure of over One Thousand (\$1,000.00) Pollors for any one item shall be made only with the prior written approval of Sage.
- c) Advise Sage of all acts and things to be done as may be necessary to comply with all violations or orders effecting the premises placed thereon by any Federal, State or Eunicipal authority having jurisdiction thereof, and orders of the New York Board of Fire Underwriters, the New York Fire Insurance Euchange or other similar body.
- d) Enter into contracts for electricity, gas, steam, telephone, window elecning, ach removal, fuel, oil, coal, detective agency protection, vermin extermination and other services or such of them as Sage shall deem advisable and all of which contracts shall first be approved by Sage.

 All such contracts and purchases shall be made in either Sage's or Agent's

or his failure or inability to act, the Vice-President who has t we as the Agent chall cleet. Sage shall be given credit for any discounts or commissions obtained for purchase, or otherwise. c) Make a careful audit of all bills received for services, work and supplies ordered in connection with maintaining and operating the Duilding and pay all proporty rendered bills in eccordance therewith. The Agent chall not, however, pay out of funds collected or held for the account of Sage and/or the Camer, any mortgage interest payment, mortgage amortization payment, real estate tames and special assessments. Agent, however, shall pay sewer rents and water charges. f) Goordinate and supervise the moving of tements, and, as far as possible, arrange the times and dates thereof so that there shall be a minimum of disturbences to the operation of the Building and of inconvenience to other temants. g) Bill tenants for rent and other charges and use its best efforts to collect such rent and other charges. Agent does herewith agree not to serve notices upon tenents to quit end currender space occupied by them and further agrees not to accept the surrender of any sp o from occupancy tenents. To action for sent or to secover possession of any part of the Building by custory proceedings or otherwise shall be consended or brought or instituted by the Agent without Sage's express written approval and request to do so. h) Consider and, where reasonable, attend to the complaints of tenants. Expenditure of any montes for the purpose of complying with complaints of tenants shall first be approved in writing by Cage before such expensature. i) If requested by Segs, cause to be prepared and filed all forms required by a Federal, State or Hamkeipal authority, relating to the maintenance and operation of the fullding excluding themofrom without limitations any franchise or other taxes required to be poid by Sage and/or any

income taxes and/or estate taxes which may be required to be paid by the Comer of the Building and/or any of his estates, respectively.

- j) Render monthly statements, in duplicate, supported by disbursement vouchers to Sage not later than the tenth (10th) day of the month following the month for which the statements are rendered. The disbursements shall include the compensation of Agent on the basis bereinafter provided in Article Fifth, (for said month, all wages or expenses incurred by the Agent for or on behalf of the subject) Eullding employees, including but not by way of limitation, expenses of Workmen's Compensation Insurance, New York Disability Denofit Insurance, Federal and New York State Unemployment Insurance, Social Security, and other Insurance now or hereafter required by law, regulation or governmental authority required to be paid in connection with such wages; all taxes payable in connection with the wages or caployment of such building caployees, hospitalization, life insurance, pension, severance or other payments required under any union contract new or hereafter effecting any or all of such employees or otherwise required to be so paid by an employer, and all expenses and building operation costs as is in this contract provided. On the tenth (10th) and twenty-fifth (7th) days of each month, Agent shall remit to Sage all rents collected, less disbursements paid and then not theretofore reinbursed to Agent by Sage, and less the amount to be withheld by Agent to cover anticipated disbussements for the current month under this contract.
- k) Furnish without charge to Sage, in an advisory capacity, all services and facilities of any and all its departments, excepting its leasing and renting department, which Agent may legally furnish in connection with the management of the building.

THIRD: All funds collected by the Agent for the account of Sage shall be deposited in a bank or trust company in the City of ... New York designated by Sage, and the Agent shall keep the funds so collected for the account of Sage in a separate account in which only the montes of Sage shall be deposited, but the Agent shall be under no liability or responsibility for any loss resulting from the insolvency of such bank or trust company.

FOURTH: (a) Sage agrees: (1) to hold and save Agent free and harmless from any damage or injuries to persons or property by reason of any cause whatscover either in and about the proposed building or elsewhere when Agent is carrying out the provisions of this Agreement or acting under the express or implied directions of Sage or the Owner: (2) to reimburse Agent upon demand for any monies which Agent is required to pay out for any reason whatseever, under this Agreement or in connection with, or as an expense in defense of, any claim, civil or criminal action, proceeding, charge or prosecution made, instituted or maintained against Agent or Sage, or Camer and Agent, or either of them, jointly or severally, affecting or due to the conditions or use of the aforesaid buildings, or acts or emissions of employees of Owner or Sage; (3) to defend promptly and diligently, at Comer's sole expense, any claim, action or proceeding brought against Agent or Agent and Comer, jointly or severally, arising out of or connected with any of the foregoing, and to hold harmless and fully indemnify Agent from any judgment, loss or settlement on account thereof. The foregoing provisions of this Article shall survive the termination of this Agreement, but this shall not be construed to mean that Owner's liability does not survive as to other provisions of this Agreement.

- (b) If Sage or Omer shall fail or refuse to comply with or obide by any rule, order, determination, ordinance or law of any Federal, State or Municipal Authority, Agent upon giving twenty-four hours written notice mailed to Sage at its address first hereinabove set forth, may terminate this Agreement.
- (c) Sage agrees to carry public liability, elevator liability and contractual liability (specifically insuring the indemnity provisions contained in this section Fourth) steam boiler, workmen's

compensation, superintendent's fidelity bond and such other insurance as may be necessary for the protection of the interests of Sage, Owner and Agent. In each such policy of insurance, Sage agrees to designate Agent as a party insured wit — e and Owner; the carrier and the amount of coverage in each policy shall be mutually agreed upon by Sage and Agent. A certificate of each policy issued by the carrier shall be delivered promptly to Agent by Sage.

(d) Sage shall precure an appropriate clause in, or endorsement on, each of its policies for five or extended coverage insurance and on all other forms of property damage insurance including, but not limited to, coverage such as Water Damage, Property Damage Insurance, Boiler and Machinery Insurance, Sprinkler Leakage Insurance, covering the premises or the building or personal property, fixtures or equipment located thereon whereby the insurer waives subrogation or consents to a waiver of the right of recovery against Agent, and having obtained such clause or endersement of waiver of subregation or consent to a waiver of right of recovery, Sage hereby agrees that it will not make any claim against or seek to recover from Agent for any less or damage to preserty of the type covered by such insurance.

to be rendered herounder the sum of Seventeen Thousand, Five Hundred

(S17,500.00) Dollars per annum payable in equal monthly install and commencing with the first day of the first month of the term of this agreement.

SIXTH: The Agent shall carry Fidelity Bonds on all its employees.

SEVENTH: Agent shall keep and maintain at all times all necessary books and records pertaining to the operation of the Building, all of which shall, at all times, be open and available for inspection by Sage or its designated representative.

EIGHTH: Agent shall not accept any commission, gratuity bonus or rebate on any contract awarded for work, labor, scrvices, materials or supplies in connection with the operation or maintenance of the Euilding, except such as may be agreed upon in writing with Sage, and any and all discounts taken by Agent shall be credited to the account of Sage:

MINTH: All changes in eperating policy and procedure, before being undertaken or entered upon, shall be submitted to Sage in writing, for written approval.

TENTH: This contract and its performance shall not be held or construed as to either party to be or to constitute an agency agreement in any manner or respect whatsoever, except for the management and operation of said Building as hereinbefore set forth.

ELEVENTH: In the event of the sale or other transfer of the Building and/or a sale of the Building exclusive of the land and/or the making of a leasehold agreement on the entire land and Building, and/or on the entire Building, then in any of such events the within Agreement may be terminated by Sage upon thirty (30) days' prior written notice to the Agent, whereupon this Agreement shall terminate as of such thirtieth (30th) day, and the obligation of the parties hereto shall cease, excepting that Agent shall comply with Article Twelfth hereof, and Agent shall be entitled to receive thereafter any and all compensation then due and unpaid.

In the event the designation of Sage Realty Corporation, as Agent and representative of the Comer, shall be terminated and/or in the event of the demage or destruction of the Building so that the same shall be substantially unterantable and/or in the event of a taking by condemnation or similar proceeding, of any portion of the Building, then in any one of such events the within Agreement may be terminated by Sage upon twenty-four (24) hours notice, and the obligations of the parties hereto shall cease, excepting that Agent shall comply with Article Twelfth hereof and be entitled to receive any and all compensation which may be due Agent in accordance with the paragraph immediately preceding.

TWELFTH: Provided that the events set forth in Articles Eleventh, Thirteenth and Fifteenth do not occur, and provided that Sage shall continue. as the designated representative of the Owner of the Building, this Agreement shall commonse on the earlier of the day a temporary or partial Cortificate of Occupancy for the Building is issued or the day thirty (30) days prior to the date the first tenant is scheduled to take possession and shall continue in effect for three (3) years from the date of commencement. excepting that either party hereto shall have the right, at any time from date hereof, to terminate this Agreement at the end of any calendar month by giving to the other party no less than thirty (30) days prior written notice of such election to terminate. Upon any termination, whether pursuant to this Article or otherwise, the Agent shall account to Sage with respect to all matters outstanding as of the date of termination and shall deliver to Sage all leases and other instruments and/or documents relating to the property which may be in possession of the Agent, together with any and all rents, and/or other funds collected to the date of termination and all monies that may be subsequently paid to the Agent by any tenant or occupant of the Duilding and Sage shall pay to Agent all compensation then due end unpaid. Upon compliance with the foregoing, there shall be no further obligation by either party to the other except as otherwise specifically provided in this Agreement.

THIRTEENTH: In the event Agent shall become subject to criminal prosecution for failure to comply with an order of public authority by reason of the refusal of Sage or the Comers to consent to compliance of such order, Agent may terminate this Agreement on twenty-four (24) hours' notice in writing, mailed to Sage, and thereupon this Agreement shall terminate as of such expiration and Agent shall make a full accounting as is set forth in Article Twelfth, and compensation due Agent, as is hereinelsewhere set forth, shall be adjusted and paid in accordance with the conditions then applicable with respect to such item of payment due Agent.

FOURTEENTH: In the event of any emergency requiring action by the Agent, notwithstanding Agent's obligation to obtain written consent thereto, Agent in such instance is herewith granted the right to take such steps to mitigate such emergency as may be necessary. FIFTHENTH: In the event a petition in benkruptcy is filed by or against either party hereto or the Owner of the Building, whom Sage represents, or in the event that an assignment for the benefit of creditors is made by any one of such parties, or if only such parties shall take advantage of any insolvency act, either party hereto may forthwith terminate this Agreement without notice, but proper adjustment shall be made in accordance with Article Twelfth hereof and on orderly turnover of the property and all funds pertaining thereto shall be made by Agent and all compensation, either due or to become due, in accordance with Article Twelfth, shall be unaffected by such termination. SIXTEENTH: Notwithstanding any Agreement hareinabove contained by Sage to hold or save Agent free and harmless, or to reinburse Agent, or to indemnify Agent, such Agreements shall not be construed to relieve Agent from responsibility and liability for any act arising out of Agent's gross negligence or Agent's failure to perform all of the provisions and agreements on Agent's part to be performed in accordance with this Agreement and/or the direction of Sage. SEVENTHENTH: Agent may not sell, assign or transfer in any manner whatsoever, Agent's interest in and to the within Agresment, nor may Agent assign, sell and/or transfor any compensation due or which may become due Agent. EIGHTEENTH: The term "Agent" in this Agreement shall include Agent's comperate subsidiary, Property Maintenance Comporation, in connection with the performance of any act required of Agent by this Agreement. NIMETERITH: Agent is clothed with such other general authority and power as may be necessary or advisable to carry out the spirit and intent of this Agreement.

· TWENTIETH: The within Agreement contains the entire understanding of the parties and it may not be changed or modified orally. Any change or modification shall be written instrument signed by the duly authorized officers of the parties hereto. TWENTY-FINST: The within Agreement shall be binding upon the successors and assigns of Sage. IN WITHESS WHEREOF, the parties herounto have set their hands and soals, the day and year first above written. SAGE REALTY CORPORATION CUSHMAN & WAKEFIELD, INC.

UGA 33s - 475 (ED. 4-23-71) EXHIBIT U. S. DIST. COURT S. D. OF N. Y.

FPI-MI-4-8-74-30M-2001

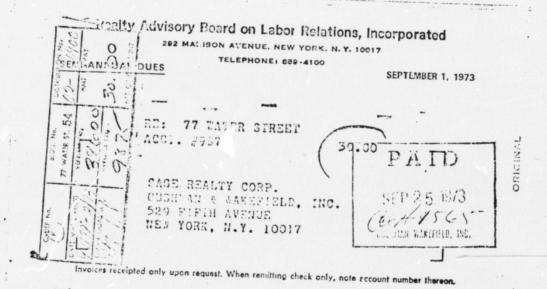
Realty Advisory Board on Labor Relations, Incorporated

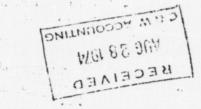
292 MADISON A"ENUE, NEW YORK, N Y. 10017 TELEPHONE: 889-4100

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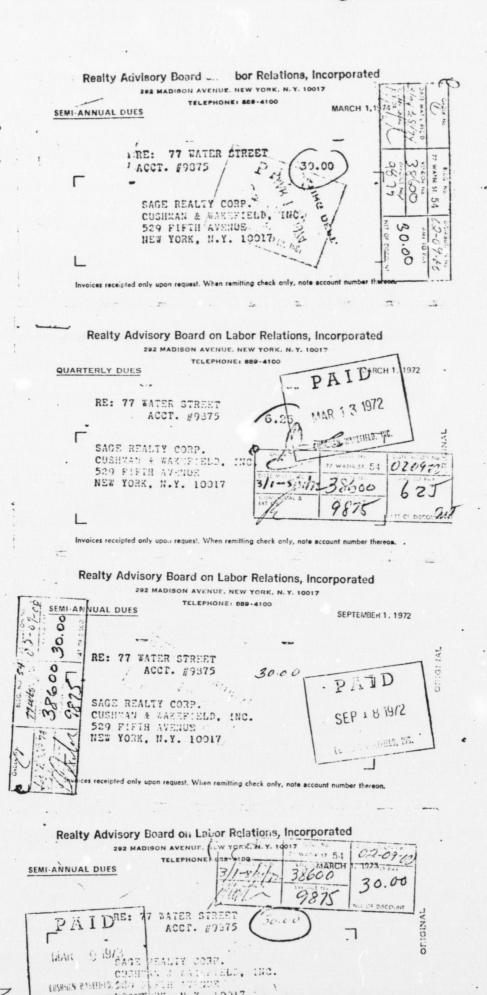




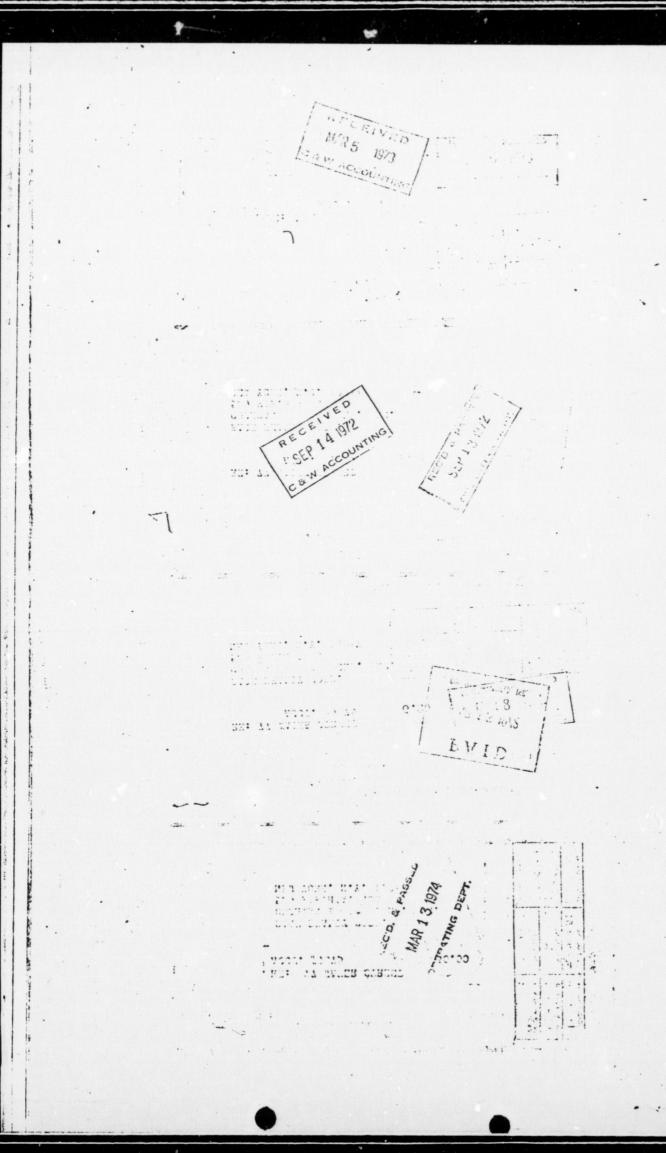
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Realty Advisory Board on Labor Relations, Incorporated

Invoices receipted only upon request. When remitting check only, note account number thereon

Realty Advisory Board on Labor Relations, Incorporated

RE: 127 JOHN STREET

ACCT. #7036

CUSHFIELD MAIN THANCE CORP. D

CUSHMAN & WAKEFIELD, INC.

529 FIFTH AVENUE

NEW YORK, N. Y. 10117

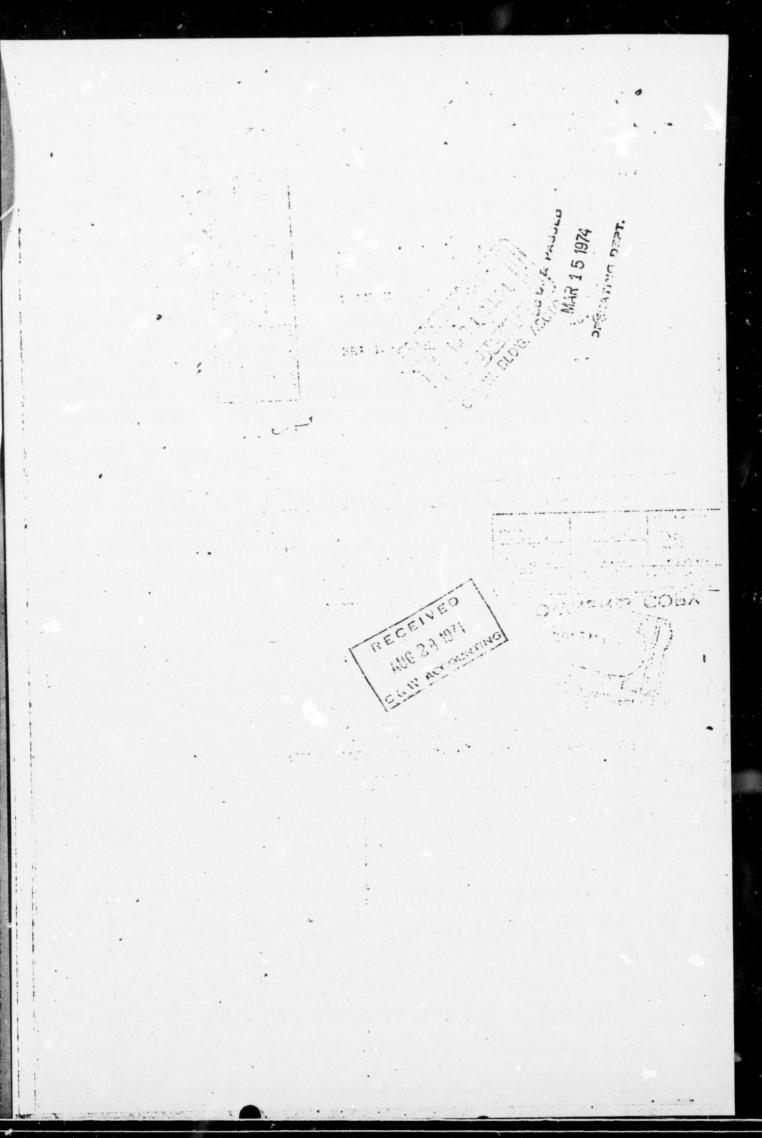
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Realty Advisory Board on Labor Relations, Incorporated

RE: 127 JOHN STREET
ACCT. #7386

CUSHFIELD MAINTENANCE CORP.

CUSHMAN & WAKEFIELD, LIEL

S29 FIFTH AVERUE

NEW YORK, N. Y. 10317

CUSHMAN & WAKEFIELD, LIEL

S29 FIFTH AVERUE

NEW YORK, N. Y. 10317

CUSHMAN & WAKEFIELD, LIEL

S29 FIFTH AVERUE

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NEW YORK, N. Y. 10317

Realty Advisory Board on Labor Relations, Incorporated

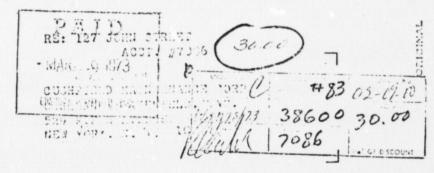
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292 MADISON AVENUE, NEW YORK, N.Y. 10017

TELEPHONE: 889-4100

SEMI-ANNUAL DUES

MARCH 1, 1973



Invoices receipted only upon request. When remitting check only, note account number thereon.

Realty Advisory Board on Labor Relations, Incorporated

292 MADISON AVENUE, NEW YORK, N.Y. 10017

TELEPHONE: 889-4100

SEMI-ANNUAL DUES

RE: 127 JCHN STREET

ACCT. 47085

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ORIGIN

Realty Advisory Board on Labor Relations, Incorporated

292 MADISON AVENUE. NEW YORK, N. Y. 10017

TELEPHONE: 839-4100

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ACCT. #7036

PROPERTY MAINTENANCE CORP.

CUSHMAN & WAKEFIELD, INC.
529 FIFTH AVENUE
NEW YORK, N. Y. 16317

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Realty Advisory Board on Labor Relations, Incorporated

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SERVICE OF A COPY OF THE WITHIN EXHIBITS IN EVIDENCE IS HEREBY ADMITTED.

dated: 626 75 Solution dated: for defendants William Kaufman Org., William, Robert and Melvyn Kaufman, and Louis Feil.	for defendant Sage Realty CONRACI
dated: 6/30/16 Molethe Dank dated: 6/30/16 Molethe Dank For defendant Allied Maintenance COPY RECEIVED	For defendant Prudential Building Maintenance Corp.
COPY RECEIVED hour Date nue 30, 75 hour KAYE, SCHOLER, FIERMAN HAYS & HANDLER Attorney(s) for hy hour.	

Index No. 75 Civ. 2525 Docket No. 75/7346

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

LOCAL 32B, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO,

PLAINTIFF - APPELLANT

- AGAINST -

SAGE REALTY CORP., THE WILLIAM KAUFMAN ORGANIZATION, ROBERT KAUFMAN, MELVYN KAUFMAN, ALLIED MAINTENANCE CORP. and PRUDENTIAL BUILDING MAINTENANCE CORP. LOUIS FEIL, WILLIAM KAUFMAN

DEFENDANTS - RESPONDENTS

PLAINTIFF'S AND DEFENDANTS' EXHIBITS IN EVIDENCE

Israelson & Streit
Attorneys for Plaintiff - Appelle
521 Fifth Avenue
New York, New York 10017

nt

75-7346

United States Court of Appeals

for the Second Circuit

LOCAL 32B, SEIU, AFL-CIO

against
SAGE REALTY CORP., et al

Index No. 75 Civ. 2525 Docket No. 75/7346

DECISIONS / PLEADINGS

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

- against -

0

LOCAL 32B, SERVICE EMPLOYEES INTERNATIONAL UNION, APL-CIO,

Plaintiff,

Appellant

75- Civ 2525

SAGE REALTY CORP., THE WILLIAM KAUFMAN ORGANIZATION, ROBERT KAUFMAN, MELVYN KAUFMAN, ALLIED MAINTENANCE CORP., and PRUDENTIAL BUILDING MAINTENAN. CORP., LOUIS FEIL, WILLIAM KAUSMAN

Deradants. Respondents

NOTICE OF APPEAL

Notice is hereby given that Local 328, Service Employees
International Union, AFL-CIO, Plaintiff above named, hereby
appeals to the United States Court of Appeals for the Second
Circuit from the order of Judge Gagliardi, denying Plaintiff's
Motion for a Preliminary Injunction entered in this action
on the 13th day of June, 1975.

Dated: New York, New York
June 13, 1975

Arnold R. Streit for

ISRAELSOM & STREIT 52% Fifth Avenue New York, New York 10017 (212) 687-6660

Attorneys for Plaintiff

NOTICE OF ENTRY

Sir:-Please take notice that the within is a (certified) true copy of a duly entered in the office of the clerk of the within named court on

Dated,

Yours, etc.,

Attorney for

Office and Post Office Address

To

Attorney(s) for

NOTICE OF SETTLEMENT

Sir: - Please take notice that an order

of which the within is a true copy will be presented for settlement to the Hon.

one of the judges of the within named Court, at

on the

day of

at

M.

Dated,

Yours, etc.,

Attorney for

Office and Post Office Address

To

Attorney(s) for

Index No. 75-01V-2525

Year 19

UNITED STATAS DISTRICT COURT FOR THE SOUTHARN DISTRICT OF HSW YORK

Local 32B, SEIU, AFL-CIC Plaintiff,

- against -

DAGE REALTY CORP., THE WILLIA RAUFMAN ORGANIZATION, ROBERT RAUFMAN, MELVYN KAUFMAN, ALLI MAINTENANCE CORP., and Prudential Building Mtce. Corp., Lo Feil, WILLIAM KAUFMAN

Defendants

NOTICE OF APPEAL

ISRAELSON & STREIT

Attorney for S Plaintiff

Office and Post Office Address Telephone

New York, NY 10017 (212) 687-6660

T-

Attorney(s) for

Service of a copy of the within

is hereby admitted.

Dated,

Attorney(s) for

1500-@1873, JULIUS BLUMBERG, INC., 80 EXCHANGE PLACE, N. Y. 10004

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- I. DECISION OF U.S. COURT OF APPEALS FOR THE SECOND CIRCUIT
- II. DECISION OF U.S. DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK
- III. ORDER TO SHOW CAUSE [EXHIBITS ANNEXED] BEFORE THE U.S.D.C. S.D.N.Y.
 - IV. SUMMONS AND COMPLAINT OF LOCAL 32B
 - V. ANSWER OF DEFENDANT SAGE REALTY CORP.
 - VI. ANSWER OF DEFENDANTS WILLIAM KAUFMAN ORGANIZATION; WILLIAM, ROBERT AND MELVYN KAUFMAN AND LOUIS FEII,

UNITED STATES COURT OF APPEALS

FOR THE SECOND CIRCUIT

Motion Cal. No. 16 -- September Term 1974

Argued June 17, 1975

Decided June 18, 1975

Docket No. 75-8166

LOCAL 32B, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO,

JUN 18 1915))

OANIEL FUSANO, CLEAN
SECOND CIRCUIT

STATES COURT OF

Plaintiff-Appellant,

-against-

SAGE REALTY CORP., THE WILLIAM KAUFMAN ORGANIZATION, ROBERT KAUFMAN, MELVYN KAUFMAN, ALLIED MAINTENANCE CORP. and PRUDENTIAL BUILDING MAINTENANCE CORP., LOUIS FEIL, WILLIAM KAUFMAN,

Defendants-Respondents.

ISRAELSON & STREIT, New York, N.Y., for Plaintiff-Appellant.

DUBLIRER, HAYDON & STRACI, New York, N.Y., for Defendant-Respondent Sage Realty Corp.

ROSENMAN COLIN KAYE PETSCHEK FREUND & EMIL, New York, N.Y., for Defendants-Respondents William Kaufman Organization, Robert Kaufman, Melvyn Kaufman, William Kaufman and Louis Feil.

Before, GIBBONS, GURFEIN and MESKILL, Circuit

Judges.

*Of the U.S. Court of Appeals for the Third Circuit, sitting by designation.

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This s a motion by the plaintif ppellant union for an order restraining the subcontractor who supplies cleaning services to two buildings from dismissing any building service or maintenance worker employed as of May 30, 1975 and the building owners from engaging any such subcontractor to undertake cleaning services or maintenance except on the terms and conditions of the 1975 Realty Advisory Board-Local 32B Commercial Building Agreement and, directing the defendant building owners to proceed to arbitration before George Marlin, Esq., a contract arbitrator. Yesterday a temporary restraining order was signed by a judge of this court pending argument of the motion this morning.

The District Court held that as a matter of law the defendant building owners were not parties to the collective agreement through the Realty Advisory Board on the ground that Cushman & Wakefield, their then managing agent, had not bound them to such collective agreement.

This is an issue of far-reaching importance since we understand it to be a common practice for managing agents to handle labor relations with Local 32B through the Realty Advisory Board.

For reasons of public health, we cannot, however, restrain the owners from using, pending a determination of the appeal, the Monahan Commercial Cleaners, Inc., the present subcontracting service which employs members of a Tramsters Local rather than members of 32B. We can, however, preserve the status quo by restraining the owners from treating the subcontract with Monahan with its present terms and conditions as a permanent arrangement. Accordingly, we limit

our restraining order to restraining the employer from treating as permanent its contractual arrangement with Monahan pending determination of the appeal on the merits.

We set the appeal down, on an expedited basis, for the week of June 23. Counsel are directed to communicate promptly with the presiding judge of that panel, Honorable Walter R. Mansfield, for briefing requirements. The application of the union is in all other respects denied.

JUN- 13 1975
S.D. OF N.X

75 Civ. 2525

MEMORANDUM

DECISION

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LOCAL 32B, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO,

Plaintiff.

-against-

SAGE REALTY CORP., THE WILLIAM KAUPMAN ORGANIZATION, et al.,

Defendants.

GAGLIARDI, D. J.

This is an application for a preliminary injunction in connection with an allegedly arbitrable dispute arising under a collective bargaining agreement ("Agreement") between the Realty Advisory Board on Labor Relations, Inc. ("RAB") and Local 32B, Service Employees International Union, AFL-CIO ("Local 32B").

The employees represented by Local 32B in this action are a group of approximately 25 building and maintenance workers employed at premises 77 Water Street and 127 John Street, New York, New York. Defendant Sage Realty Corp. ("Sage") is a New York corporation emgaged in the operation and maintenance of premises 127 John Street and 77 Water Street. Defendants Robert Kaufman and Melvyn Kaufman are both officers and stock-holds a of Sage. Robert Kaufman is one of the owners of the

fee of 127 John Street; Melvyn Kaufman is one of the owners of the fee of 77 Water Street. Prior to June 1, 1975, defendant Prudential Building Maintenance Corp. was the building cleaning and maintenance contractor at premises 127 John Street, and defendant Allied Maintenance Corp. was the cleaning and maintenance contractor at premises 77 Water Street. Both contracts were terminated as of Mey 31, 1975 and, effective June 1, 1975, Monahan Commercial Cleaners, Inc. became the cleaning and maintenance contractor at 127 John Street and 77 Water Street.

Plaintiff seeks a preliminary injunction restraining certain of the defendants from committing alleged violations of the "sub-contracting" and "no lockout" provisions of the Agreement and directing them to arbitrate the issues arising out of the alleged violations. Plaintiff asserts that the defendants are parties to and bound by the terms of the Agreement by reason of their alleged membership in the RAB, an organization which purports to negotiate labor contracts on behalf of its members. Defendants contend that they are not now nor ever were members of the RAB and, therefore, are not bound by the Agreement. For the reasons set forth below, the court agrees with defendants' contention.

Beginning in about 1970, Sage engaged Cushman & Wakefield, Inc. ("CaW") as renting and managing agent of the two buildings in question. CaW operated the buildings

sidiary. Caw makes application for membership to the RAR with respect to each building it manages, and only notifies the building owners of such application in cases where the employees in the building are the employees of the owner. In cases where the employees in the building are employees of the owner. In cases where the employees in the building are employees of the owner, Caw requires authorization from the owner prior to submitting an application on the owner's behalf. Inasmuch as Caw's contract with Sage specifically provided that the employees in premises 127 John Street and 77 Water Street were to be the employees of Caw and not Sage, the defendants were not notified of Caw's application to the RAB with respect to these two buildings.

on September 1, 1974, Sage terminated C&W as managing agent, and assumed active management of the two buildings. Neither Sage nor the Kaufmans ever made an application for membership in the RAB with respect to these buildings. Plaintiff's claim of defendants' membership in the RAB is based upon the contention that C&W's application to the RAB was made on behalf of the defendants and that two \$30.00 checks sent by Sage to the RAB in October 1974, allegedly in payment of RAB semi-annual dues invoices sent to C&W in late August 1974, continued or ratified this membership. The evidence, however, is that C&W applied for membership in the RAB solely in its own behalf as employers and & operators of

the buildings at 127 John and 77 Water. There is no proof that C&W had any authority as agents to apply for membership in the RAB on behalf of the defendants. Moreover, there is no proof that either C&W or any of the defendants intended the applications to be made on defendants' behalf.

The court accepts the testimony of Albert Braunstein, Controller of Sage, and concludes that the two semiannual RAB does invoices were paid by Sage inadvertently. The payments were not made with any intention to continue or ratify defendants' alleged RAB membership. CsW's practice was to pay bills received after the 25th of any month the following month. Because CaW's contract with Sage was terminated on August 31, 1974, and because the RAB dues invoices were received after the 25th of August, the invoices were marked approved and forwarded to Sage. These bills, having been received in the normal course from Caw, together with a dozen or more other bills, were paid as a routine matter by the disbursing department of Sage. When it came to the attention of Sage in January 1975 that the RAB listed Sage as a member, Sage advised the RAB by letter that ". . . you are in error. We are not now nor do we intend to be members of the [RAB]. . . . " Other than the inadvertent payment of dues by Sage in September 1974, there is no evidence of membership; to the contrary, defendants' actions and conduct have been consistent with non-membership.

On the proof presented, the court concludes that plaintiff has not met its burden of showing defendants' membership in the RAB. There thus appearing little or no likelihood that plaintiff might ultimately establish that the defendants are bound by the terms of the Agreement, the plaintiff's motion for a preliminary injunction is denied.

So Ordered.

15 Lee P. 6A6CHARDI

Dated: New York, New York June 13, 1975. UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

LOCAL 32B, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO,

Plaintiff,

-against-

SAGE REALTY CORP., THE WILLIAM KAUFMAN ORGANIZATION, ROBERT KAUFMAN, MELVYN KAUFMAN, ALLIED MAINTENANCE CORP., and PRUDENTIAL BUILDING MAINTENANCE CORP., LOUIS FER, WILLIAM KAUFMAN.

Defengants.

75 (1025)5

ORDER TO SHOW CAUSE WITH TEMPORARY RESTRAINING ORDER

Upon the summons, verified complaint, undertaking and affidavit of John Sweeney, sworn to May 28, 1975, and sufficient reasons appearing therefor, it is hereby

ORDERED that the defendants and each of them show cause before this Court at a Motion Term thereof on the day of

, 1975, at .M., at Courtroom , of the United States Courthouse, Foley Square, New York, N.Y., why the Court should not enter an order herein for a preliminary injunction pending final determination of this action restraining and enjoining defendants Sage Realty Corp., The William Kaufman Organization, in the spoken Ten Melvyn Kaufman and Robert Kaufman, their agents, representatives, employees and all persons acting in their behalf from (1) dismissing, or permitting or requiring any contractor to dismiss, from their employment, any employee presently employed as a building service or maintenance worker at the premises 77 Water Street in the City, County and State of New York, and 127 John Street in the City, County and State of New York; (2) engaging or per titing any building service or maintenance contractor to undertake cleaning dervices or maintenance work at the premises 127 John Street or 77 Water Street in the City, County and State of New York, unless

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and until such contractor employs the full complement of building service and maintenance employees at said premises upon the terms and conditions set forth in the 1975 RAB-Local 32B Commercial Building Agreement; (3) doing or permitting any of the acts hereinabove set forth in items (1) and (2) above pending final and binding arbitration and/or final enforcement of the Arbitrator's award in a court of law if it becomes necessary, and ordering and directing said defendants to proceed forthwith to arbitration before George Marlin, Esq., Contract Arbitrator, on the date fixed therefor, and it is further

ORDERED that defendants Sage Realty Corp., The William Kaufman Organization, Melvyn Kaufman and Robert Kaufman, their organization, melvyn Kaufman and Robert Kaufman, their organization, employees and all persons acting in their behalf, perding the hearing and determination of plaintiff's motion for a prelimenary injunction, are restrained from:

- 1. dismissing, or permitting or requiring any contractor to dismiss, from their employment, rany employee presently employed as a building service or maintenance worker at the premises

 77 Water Street in the City, County and State of New York and

 127 John Street in the City, County and State of New York;
- 2. engaging or permitting any building service or maintenance contractor to undertake cleaning services or maintenance work at the premises 127 John Street or 77 Water Street in the City, County and State of New York, unless and could such contractor employs the full complement of building towice and maintenance employees at said premises upon the terms and conditions set forth in the 1975 RAB-Local 32B Commercial Building Agreement;
- doing or permitting any of the acts hereinabove set
 forth in paragraphs 1 and 2 above pending final and binding arbi-

tration and/or final enforcement of the Arbitrator's award in a court of law ifit becomes necessary, and it is further

ORDERED, that plaintiff's undertaking be and the same hereby is fixed in the amount of \$, conditioned that plaintiff, if it is finally determined that it was not entitled to a temporary restraining order, will pay todefendants all damages and costs which may be sustained by reason mereof, and it is further

ORDERED, that service of a copy of this Order to Show

Cause upon defendants on or before the day of 1975,

shall be deemed good and sufficient service.

United States District Judge

Issued at .M., this day of , 1975 at the United States District Court, New York, New York UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

LOCAL 32B, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO,

Plaintiff,

-against-

SAGE REALTY CORP., THE WILLIAM KAUFMAN ORGANIZATION, ROBERT KAUFMAN, MELVYN KAUFMAN, ALLIED MAINTENANCE, CORP., and PRUDENTIAL BUILDING MAINTENANCE CORP.,

Defendants.

STATE OF NEW YORK)

OUNTY OF NEW YORK)

JOHN SWEENEY, being duly sworn, deposes and says:

I am the Secretary-Treasurer of plaintiff, Local 32B, Service Employees International Union, AFL-CIO (hereinafter referred to as "Local 32B"). I make this affidavit in support of plaintiff's motion for a preliminary injunction and application for a temporary restraining order directing the defendants, their officers, agents, representatives and employees, pending the determination of the Contract Arbitrator with respect to the Union's grievance and complaint heretofore submitted and pending before him, concerning defendants' contract violations, to cease and desist from violations of Article I of the collective bargaining agreement with Local 32B (annexed hereto as Exhibit A), by dismissal of any of the building service employees presently employed at certain premises covered by said agreement (Exhibit A) from their positions. or by entering into any agreement orarrangement with a successor building service contractor unless and until such successor contractor offers employment to. and employs all present employees at said premises, and agrees in writing to comply with and adopt terms

AFFIDAVIT

and conditions of Exhibit A.

Plaintiff is a labor organization consisting of approximately 45,000 members engaged in the service, operation and maintenance of buildings in the City of New York, with its headquarters and principal office at 1 East 35th Street, New York, New York.

The grounds upon which this injunction is sought is the imminent threat by the defendants to dismiss or cause the dismissal of the entire working crew at the premises 77 Water Street and 127 John Street, City, County and State of New York, in direct violation of the work preservation provisions of a collective bargaining agreement covering the terms and conditions of employment and prohibiting such dismissal and replacement of covered employees. As hereinafter stated, great and irreparable harm will result to the employees from this unlawful lockout and the employees will be deprived of their livelihoods, health insurance coverage and pension benefits. A Contract Arbitrator's hearing on the dispute has already been scheduled for May 30, 1975, pursuant to the provisions of Exhibit A, so that any restraining order or temporary injunction would be possibly resolved through the contract arbitration procedure.

Since the construction of the premises 77 Water Street, in the City, County and State of New York, and the premises 127 John Street, in the City, County and State of New York, plaintiff has been party to a collective bargaming agreement with the owners and operators of said premises covering building service employees. Exhibit A is the present agreement in effect as of January 1, 1975. The agreement covers 35 to 40 employees, including those on the payroll of the respective building maintenance contractors.

The principals of the premises are Mr. William Kaufman

and his two sons, Mr. Melvyn Kaūfman and Mr. Robert Kaufman, whose offices are at 437 Madison Avenue, New York, New York, from which they operate substantial realestate enterprises, including the two buildings hereinabove mentioned, as well as a number of other major office buildings in the City of New York. Collective bargaining agreements are executed in the name of "The William Kaufman Organization" with offices at 437 Madison Avenue, New York, New York, and the buildings are operated by Sage Realty Corporation, also of 437 Madison Avenue, of which said individuals are principals and on whose payroll some employees appear.

For some period of time up to the present, defendant Prudential Building Management Corp. has been the building service and maintenance contractor at the premises 127 John Street, employed by the Kaufman group (i.e., Sage Realty Crop., The William Kaufman Organization, Will am Kaufman and Melvyn Kaufman).

Defendant Allied Maintenance Corp. has been the building service and maintenance contractor at the premises 77 Water Street. Both buildings aremajor office structures housing many tenants engaged in interstate commerce in the financial district, including financial organizations and institutions, and are clearly engaged in commerce within the meaning of the National Labor Relations Act and the jurisdictional standards fixed by the National Labor Realtions Board for jurisdiction over office buildings.

Pursuant to the provisions of Article I of Exhibit A (and the corresponding Article I of the prior collective bargaining agreement), the respective contractors, defendants Prudential and Allied, have in all respects adopted and complied with the provisions of Exhibit A with respect to building service employees on their respective payrolls, and still do so. The other defendants have also been bound by the terms of Exhibit A and its predecessor agreement, for employees remaining on their payrolls, and are

responsible for performance by the respective contractors under the provisions of Article I of Exhibit I, which provide:

- "2. The Employer shall not make any agreement or arrangement for the performance of work and/or for the categories of work heretofore performed by employees covered by this agreement except within the provisions and limitations set forth below.
- 3. The Employer shall give advance written notice to the R.A.B. and the Union at least three (3) weeks prior to the effective date of its contracting for such services, or changing contractors, indicating name and address of the contractor. The contractor, within three business days of notice of its cancellation shall so notify the Union in writing.
- 4. The Employer shall require the contractor to assume this agreement and to file a sub-assent hereto with the Union through the R.A.B., and the contractor shall have all the rights and obligations of the Employer hereunder....

The Employer agrees that employees then engaged in the work which is contracted out shall be come employees of the initial contractor or any successor contractor, and agrees to employ or re-employ those employees working for the contractor when the contract is terminated or cancelled."

During the latter part of 1974, while the premises
77 Water Street and 127 John Street were member buildings of the
Realty Advisory Board on Labor Relations, Inc. (RAB), the
employer association representing most major office buildings in
the City, negotiations proceeded for a city-wide commercial
building agreement between the RAB and Local 32B. An agreement
was reached, just prior to December 31, 1974, upon the terms and
conditions of a successor agreement which was then executed on
January 2, 1975, effective January 1, 1975. A copy of the stipulation is annexed hereto as Exhibit B, and its terms are incorporated in the provisions of Exhibit A which was thereafter printed.
During all this period of time, the Kaufman group gave no indication of withdrawal from the association and, in fact, no notice

whatsoever was received by plain f. of any intention to withdraw from the RAB with respect to the 10 buildings, 77 Water Street and 127 John Street until on or about January 23,1975.

On or about January 8, 1975, the Realty Advisory Board had circulated to its members a bulletin describing the terms and conditions of the new agreement. It was not until January 21, 1975 that the Kaufman-Sage group notified the RAB, and the RAB notified plaintiff, Local 32B, of withdrawal from the employer association (Exhibit C & D).

During the month of January, the vast majority of employer members of the RAB placed the terms and conditions of the new agreement into effect for their member buildings.

However, on or about January 23, 1975, plaintiff was first notified by the RAB (Exhibit D) that the Kaufman Crganization was witherawn from membership with the RAB with respect to 127 John Street, 77 Water Street and certain other premises. It is clear that under the applicable Federal law, the withdrawal was untimely to relieve the employers of their obligations under the 1975 Commercial Building Agreement since the withdrawal was several weeks after the conclusion of negotiations and the agreement upon a successor contract.

The conduct of the Kaufman-Sage group in the case of 77 Water Street and 127 John Street follows a pattern pursuant to which said employers replaced a service and maintenance contractor in a third building, 747 Third Avenue in the City, County and State of New York, on April 1, 1975, and failed to require, in violation of Article I of Exhibit A, the successor cleaning contractor (one Monahan Commercial Cleaners, Inc.) to employ the work force. By reason of the high unemployment rate in the City, said defendants were able to obtain the benefit of at least a \$50.00 a

week reduction in pay by hiring of unemployed non-union workers.

This has resulted in a strike at the premises and the filing of charges at the National Labor Relations Board (Exhibit E).

The National Labor Relations Board advises that a complaint of unfair labor practice charges is to be issued with respect to said charge.

Following this pattern, the employer has given its notices of termination to the respective cleaning contractors at 127 John Street and 77 Water Street (Exhibits F and G), and your deponent has been advised that a new work force is in the process of being recruited by the same contractor used by said defendants at 747 Third Avenue and that such recruiting has taken the form (1) of advertising for help in foreign language radio broadcasts (2) advertisements and solicitation of another labor organization to supply new workers. It is clear that the pattern is being repeated at 77 John Street and 127 Water Street. Requests for formal notice as to the name of the successor contractor, as required by Article I of Exhibit A, requests for the initial grievance step meeting, and requests that said defendants arrange for consideration for employment by the present work force (Exhibits H and I) have been ignored by said defendants and no response has been received with respect thereto.

As a result, plaintiff demanded immediate arbitration of the violations of the subcontracting provisions of Exhibit A, Exhibit J, and a hearing has been set down for May 30, 1975, by Contract Arbitrator (Exhibit K).

Deponent is advised that at the National Labor Relations
Board proceeding for the other premises (747 Third Avenue) said
defendants took the position that they were not bound by the
collective bargaining agreement. This position is obviously without merit, since decisions of the courts and the NLRB have held

that untimely withdraval from an employer association does not relieve a member from the contract obligations negotiated. Said defendants may be confusing the rights of non-members of the RAB (employer association) with obligations of employers who were members of the association at the time the agreement was concluded.

Thus, non-members of the RAB, who were not party to the RAB negotiations, do enter into individual negotiations with Local 32B for their respective bildings, but do not have the benet of representation of the association. Negotiations in such aildings take place after the consummation of the RAB agreement on an individual basis; however, in Article X of Exhibit A, such individual building owners do have a 30 day option tocome under the coverage of the RAB agreement by filing a written assent through the RAB within the 30 day period. Buildings which were not previously members of the RAB or do not file the assent within 30 days are thereafter subject to separate and individual negotiations with Local 32B. Each of these individual buildings received notice of termination 60 days prior to the expiration of their individual contracts on December 31, 1974. These individual buildings which were not members of the RAB during negotiations are not to be confused with the RAB members in whose behalf negotiations occurred in the latter part of 1974 and were finalized on January 2, 1975, long prior to defendants' purported withdrawal from the association.

It would be difficult to adequately describe the degree of irreparable harm that would be inflicted upon the 35 to 40 employees involved at the premises if the status quo is not maintained pending arbitration. I am advised by counsel that courts have frequently held that employees may not be dismissed, that businesses may not be sold, that stores may not be closed in order to prevent the dislocation and hardship which would result from the mass discharge of groups of employees, the loss of welfare and pension benefits, pending arbitration.

Balancing this tremendous economic harm and dislocation against the maintenance of status quo for a short period of time pending arbitration, it is submitted that the Court should exercise its jurisdiction in favor of status quo, as courts have frequently done in these other cases.

Any defenses which the employer may seek to allege may be aired in the first instance before the Contract Arbitrator; however, it is respectfully urged that for the short time required to resolve the issues in this proceeding before the Contract Arbitrator, whose hearing is already scheduled, that the status quo must be maintained.

The two respective clanic contractors, Allied and Prudential, are joined as parties defendant herein so that they may state their positions to the Court with respect to their willingness to continue as cleaning contractors pending the determination of the Arbitrator and of this Court.

Thus, as in one of the cases which counsel advises will be cited in its brief, the Ccurt may wish to accord certain options to defendants which would protect the rights of the work force. Such options might include continuance of the cleaning contractors under the present arrangements; mere prohibition of the engagement of any subtentractor who does not employ the work force upon the same terms and conditions; or employment of the work force on said defendants' own payrolls pending a resolution of these matters. In any of such cases, employees would not be locked out and dismissed from their jobs, would not lose their health and insurance coverage and have their pension contributions broken or interrupted.

WHEREFORE, it is respectfully requested that the Court grant emporary restraining order and a preliminary injunction pending the hearing and determination of this motion and pending the award of George Marlin, Contract Arbitrator, enjoining and

restraining defendants, Sage Realty Corp., The William Kaufman Organization, Melvyn Kaufman and Robert Kaufman from: 1. dismissing, or permitting or requiring any contractor to dismiss, from their employment, any employee presently employed as a building service or maintenance worker at the premises 77 Water Street in the City, County and State of New York; and 127 John Street, in the City, County and State of New York; 2. engaging or permitting any building service or maintenance contractor to undertake cleaning services or maintenance work at the premises 127 John Street or 77 Water Street in the City, County and State of New York, unless and until such contractor employs the full complement of building service and maintenance employees at said premises upon the terms and conditions set forth in the 1975 RAB-Local 32B Commercial Building Agreement; 3. doing or permitting any of the acts hereinabove set forth in paragraphs 1 and 2 of this prayer for relief pending final and binding arbitration and/or final enforcement of the Arbitrator! award in a court of law if it becomes necessary; and that the Court order and direct said defendants to proceed forthwith to arbitration before George Marlin, Esq., Contract Arbitrator, on May 30, 1975, or such adjourned date as such Arbitrator may fix by notice to the parties, and that plaintiff have such other and further relief as to the Court may seem just an proper, for which relief no prior application has been made. John Sweeney Sworn to before me this 28th day of May, 1975. JAMES J. P. MAKNING YORK Mo. 30-7761075 ern Exitos March 30, 197

LOCAL 32B COPY

Date. Sept ber 20, 197 2

REALTY ADVISORY BOARD ON LABOR RELATIONS, Incorporated 292 Madison Avenue New York, N. Y. 10017

Gentlemen:

We hereby assent as of .. January. lat ... 1972, to the terms of the master agreement between the Realty Advisory Board on Labor Relations, Incorporated, and Local 32F of the Service Employees' International Union, A.F.L.-C.I.O., dated December 17, 1971, generally known as the 1972 Commercial Building Agreement, and authorize you to file this assent in our be alf with said union. We also agree to comply with the obligations of membership in the R.A.B. for the period covered by this Assent.

In the event that the Assent or sub-assent is filed pursuant to Article I of the 1972 Commercial Building Agreement, the sub-assentor agrees and is bound to comply with the membership requirements of the R.A.B. for all employees which said sub-assentor employs in the building (s).

LIST OF BUILDINGS

(Assent not acceptable unless all addresses of buildings, and owners' names and addresses are listed.)

ADDRESS OF BUILDING

OWNER'S NAME AND ADDRESS

127 John Street

William Kaufman Organization 437 Madison Avenue New York, New York

Employer Cushfield Maintenance Corp c/o Cushman & Wakefield, Inc., Agent 529 Fifth Avenue New York, N. Y. 10017

Very truly yours,

Name Agent 48KG

By (Personal Signature

Senior Avenue 529 Fifth Avenue N.Y. 10017

LOCAL 32B COPY

Date. September. 20.....1972

REALTY ADVISORY BOARD ON LABOR RELATIONS, Incorporated 292 Madison Avenue New York, N. Y. 10017

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In the event that the Assent or sub-assent is filed pursuant to Article I of the 1972 Commercial Building Agreement, the sub-assentor agrees and is bound to comply with the membership requirements of the R.A.B. for all employees which said sub-assentor employs in the building (s).

LIST OF BUILDINGS

(Assent not acceptable unless all addresses of buildings, and owners' names and addresses are listed.)

ADDRESS OF BUILDING

OWNER'S NAME AND ADDRESS

77 Water Street ...

William Kaufman Organization 437 Madison Avenue New York, New York

Employer
Cushfield Maintenance Corp.
c/o Cushman & Wakefield, Inc., Agent
529 Fifth Avenue
New York, N. Y. 10017

Very truly yours,

Name Agent

CUSHMAN. A WAKEFIELD. INC.

By (Personal Signature): Thurs I. h. Just James P. McCuire, Senior Vice President

Address 529 Fifth Avenue

New York, New York 10017

1975

Commercial Building AGREEMENT

BETWEEN

REALTY ADVISORY BOARD ON LABOR RELATIONS, INCORPORATED

AND

LOCAL 32B SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

EFFECTIVE JANUARY 1, 1975 TO DECEMBER 31, 1977

A

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AGREEMENT made this 3rd day of January, 1975 by and between the REALTY ADVISORY BOARD ON LABOR RELATIONS, INCORPORATED, herein called the "R.A.B.", acting on behalf of various owners of loft and office buildings and other employers who become signatory to this agreement, herein severally referred to as "Employer", and LOCAL 32B of the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, herein referred to as the "Union", acting on behalf of its members and other building service employees to whom this agreement applies and for whom it is the collective bargaining agency.

WITNESSETH:

WHEREAS, a certain agreement between the parties by its terms expired on December 31, 1974, and

WHEREAS, the R.A.B. through its committee representing loft and office buildings has negotiated an agreement with the Union covering such buildings; and

WHEREAS, the parties wish to include these terms in a written renewal agreement;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained, do hereby agree as follows:

ARTICLE I

Coverage of Agreement Sub-Contracting

1. This agreement shall apply to all classifications of service employees within the bargaining unit and employed in loft and office buildings in New York.

2. The Employer shall not make any agreement or arrangement for the performance of work and/or for the categories of work heretofore performed by employees covered by this agreement except within the provisions and limitations set forth below.

3. The Employer shall give advance written notice to the R.A.B. and the Union at least three (3) weeks prior to the effective date of its contracting for such services, or changing contractors, indicating name and address of the contractor. The contractor, within three business days of notice of its cancellation shall so notify the Union in writing.

4. The Employer shall require the contractor to assume this agreement and to file a sub-assent hereto with the Union through the R.A.B., and the contractor shall have all the rights and obligations of the Employer hereunder. The Union may reject said sub-assent where the contractor has not made proper payments to the Welfare, Pension and/or Training Funds or has habitually failed to comply with labor agreements with the Union covering other buildings in the industry. A rejection of a sub-assent shall not be arbitrary.

The Employer agrees that employees then engaged in the work which is contracted out shall become employees of the initial contractor or any successor contractor, and agrees to employ or re-employ those employees working for the contractor when the contract is terminated or cancelled. This provision shall not be construed to prevent termination of any employee's employment under other provisions of this agreement relating to illness, retirement, resignation, discharge for cause, or layoff by reason of reduction of force; however, a contractor may not reduce force or change the work schedule without first obtaining written consent from the Union, which shall not be unreasonably withheld.

If the contractor fails to comply with this agreement or the membership requirements of the R.A.B., the Employer shall be liable severally and jointly with the contractor, for any and all damages sustained by employees or the R.A.B. as the result thereof, or for any unpaid Welfare, Pension and/or Training contributions. The Employer's liability shall commence the date it receives written notice from the Union or the R.A.B. If the contractor's failure to so comply.

- 5. The Union may require of any contractor generally, or in any particular building, that monthly dues be deducted pursuant to applicable law.
- 6. This Article is intended to be a work preservation provision for the employees em-

ployed in a particular building. In the event that the application of this Article, or any part thereof, is held to be in violation of law, then this Article, or any part thereof, shall remain applicable to the extent permitted by law.

ARTICLE II Union Recognition and Union Security

 The Union is recognized as the exclusive collective bargaining representative of com-

mercial building employees.

2. There shall be a Union Shop throughout the term of this agreement in every building where there was a Union Shop under the 1972 Commercial Building Agreement, and in other buildings whenever it is agreed or determined that a majority of the employees in such buildings are members of or have applied for membership in the Union.

The "Union Shop" requires membership in the Union by every employee in the building as a condition of employment after the thirtieth day following employment or the execution date of this agreement, whichever is later, or in the case of newly organized buildings, after the thirtieth day following agreement or determination that the majority of the employees in the building are members of or have applied for membership in the Union, and requires that the Union shall not ask or require the Employer to discharge or otherwise discriminate against any employee except in compliance with law.

In the event the Union security provision of the agreement is held to be invalid, unenforceable or of no legal effect generally or with respect to any building because of interpretation or a change of federal or state statute, city ordinance or rule or decision of any government administrative body, agency or subdivision, the permissible Union security clause under such statute, decision or regulation shall be enforceable as a substitute for the Union security clause provided for herein.

3. Whenever the Union files with the R.A.B. and the Employer, a claim that a majority of the employees in a building are members of or have made application for membership in the Union, the Union Shop requirement shall be made effective within fifteen (15) days thereafter, unless the Employer or the R.A.B., within ten (10) days, notifies the Union that it requires a determination of that claim.

4. Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting any employee's discharge because he has not met the requirements of this Article, unless the Employer questions the propriety of so doing, he shall be discharged within fifteen (15) days of sai' notice if prior thereto he does not take proper steps to meet said requirements. If the Employer questions the propriety of the discharge, he shall immediately submit the matter to grievance, and if not thus settled, to the Arbitrator for final determination. If it is finally settled or determined that the employee has not met the said requirements, he

shall be discharged within ten (10) days after written notice of the final determination has been given to the R.A.B. and the Employer.

5. The Union will hold the Employer harmless from any liability arising from a discharge asked by the Union pursuant to this Article.

6. During any period in which it is not established that a majority of the employees in a building are members of, or have made application for membership in, the Union, it is agreed that all employees who, upon the date this agreement is signed for their building, are members of the Union in good standing in accordance with the Constitution and By-Laws of the Union, and all employees who thereafter become members shall, as a condition of employment, remain Union members in good standing during the life of the agreement.

ARTICLE III Wages, Hours and Working Conditions

1. The wages, hours, terms and conditions of employment set forth in Schedule A of this agreement are hereby made part thereof.

2. Except as otherwise provided herein, for all buildings adopting this agreement within thirty (30) days from its execution, the wages set forth in Schedule A shall be effective as of January 1, 1975, and all its other terms and conditions shall become effective on the payroll date nearest to be part 1, 1975. As to all buildings later adopting this agreement, it shall take effect as provided in the assent.

3. No provision of this agreement shall be construed so as to lower any employee's vege. If employees in any building have in effect a practice of terms or conditions better than those provided for herein, applicable generally to them for wages, hours, sick pay, vacations, holidays, premium pay for Saturday and/or Sunday work, relief periods, jury duty, or group life insurance, such the terms or conditions shall be continued con for employees employed by the Employer on the effective date of this agreement. The Arbitrator may relieve the obligations in the preceding sentence if enforcement would work an undue hardship, injustice or inequity upon the Employer.

A change of schedules or duties, so long as required relief and luncheon periods are reasonably spaced, shall not violate this Section, provided the employee, the Union and the R.A.B. shall be given at least one week's advance written notice and such change is reasonable. However, every employee, presently working a regular Monday through Friday work week (and if any such employee leaves his job for any reason whatever, the person who fills his position) shall receive premium pay at time and one-half the regular straight-time hourly rate for any work performed by him on a Saturday or Sunday.

4. The Employers in the industry shall meet and confer with Local 32B to attempt to reschedule employees' quitting time to enable groups of night workers when practicable to leave work during times so that they can arrive home safely. Upon failure to agree, the matter may be referred to the R.A.B. and Local 32B collective bargaining committees for further discussion.

ARTICLE IV Reopening

Reopening for additional payments to or benefits from the Welfare Fund is provided in Article XI.

On July 1, 1976 the Union may reopen this agreement for the purpose of discussing the institution of a safety fund upon thirty (30) days' written notice to the R.A.B. prior thereto. This provision shall not be subject to the grievance and arbitration provisions of the Agreement.

ARTICLE V Management Rights

- 1. The Union recognizes management's rights to direct and control its policies subject to the obligations of this agreement.
- 2. Employees will cooperate with management within the obligations of this agreement to facilitate efficient building operation.
- he had be reinstated to his former position without loss of seniority or rank and without salary reduction. The Joint Industry Griev-

ance Committee or the Arbitrator may determine whether, and to what extent, the employee shall be compensated by the Employer for time lost.

4. In case of reduction of force, as provided in General Clause 20 of Schedule A, Section III, the Union may invoke grievance and/or arbitration on the ground that such reduction is unreasonable.

ARTICLE VI Grievance Procedure

There shall be a Joint Industry Grievance Committee and a grievance procedure:

- 1. To try to decide all issues not covered by, and not inconsistent with, any provision of this agreement and which are not required to be arbitrated under its terms.
- 2. To try to decide without arbitration, any issue between the parties which under this agreement they must submit to the Arbitrator. No issue shall be referred to him unless it has been processed by the Committee without decision or the Union and the R.A.B. waive the grievance procedure.
- 3. The grieva: ce may first be taken up between a representative of the Union. If it is not settled, it may be referred by either party to the Committee. If a meeting on the issue is not initially scheduled within two (2) to fifteen (15) working days thereafter, either party may refer it to the Arbitrator.

- 4. The Committee shall be composed of representatives of the Union and the R.A.B., including counsel, who may be present at any meeting.
- 5. Any decision or award of the Committee shall be final and binding upon the parties, employee or employees, Employer or Employers involved, and may be confirmed as if it were an award of the Arbitrator. No oath need be taken by the Committee, and the period, and the requirements for service of notice in the form prescribed by statute for notice of arbitration, are hereby waived.

In the event a party fails to appear at a hearing after receiving due written notice, the committee may proceed with the matter and render an award.

A written award shall be rendered by the committee within ten (10) days after the hearing closes unless timely demand is made for an extension in which case the committee shall have an additional ten (10) days to make its award.

If timely award is not rendered the issue shall be submitted to the Arbitrator.

6. Any grievance, except as otherwise provided herein and except a grievance involving basic wage violations and Pension and Welfare and Training contributions as set forth in Article XI, shall be presented to the Realty Advisory Board in writing within 180 days of its occurrence, except for grievances involving

suspension without pay or discharge which shall be presented within sixtey (60) days, unless the Employer agrees to an extension, or for good cause shown, the Committee or the Arbitrator finds one should be granted.

7. All reasonable expenses incurred by the Joint Industry Grievance Committee shall be borne equally by the R.A.B. and the Union, except as provided in Article XI.

ARTICLE VII

- 1. An Arbitrator shall have the power to decide all differences arising between the parties to this agreement as to interpretation, application or performance of any part of this agreement, and such other issues as are expressly required to be arbitrated before him, including such issues as may be initiated by the Trustees under Article XI. The Arbitrator and any successor or temporary substitute shall be chosen by the Union and the R.A.B., or if they are unable to agree, by the then Chairman of the New York State Board of Mediation, after consultation with their representatives.
- 2. The Arbitrator's salary and reasonable expenses shall be borne equally by the R.A.B. and the Union, except as provided in Article XI.
- 3. A hearing shall be initially scheduled within two (2) to fifteen (15) working days after either party has served written notice

upon the Arbitrator, with copy to the other party, of any issue to be submitted. The Arbitrator's oath-taking, and the period, and the requirements for service of notice in the form prescribed by statute are hereby waived. A written award shall be made by the Arbitrator within ten (10) days after the hearing closes. If an award is not timely rendered, either party may demand in writing of him that the award must be made within ten (10) more days. If no decision is rendered within that time, either party may notify the Arbitrator of the termination of his office as to all issues not already submitted to him. By mutual consent, the time of both the hearing and decision may be extended in a particular case. If a party, after due written notice, defaults in appearing before the Arbitrator, the award may be rendered upon the testimony of the other party.

Due written notice means mailing, telegraphing or hand delivery to the address specified in the assent, sub-assent, and/or this agreement.

4. The procedure herein with respect to matters over which the Arbitrator has jurisdiction shall be the sole and exclusive method for the determination of all such issues, and the Arbitrator shall have the power to award appropriate remedies, the award being final and binding upon the parties and the employee or employees, Employer or Employers involved. Nothing herein shall be construed to forbid either party from resorting to court for relief from, or to enforce rights under, any award. In any proceeding to confirm an award of the Arbi-

16

trator, or of the Joint Industry Grievance Committee, service may be made by registered or certified mail, within or without the State of New York, as the case may be.

- 5. Grievants attending grievances and arbitrations shall be paid their regularly scheduled hours during such attendance.
- 6. The R.A.B. shall be deemed a party to any proceding under this article.
- 7. George Marlin, Esq., is hereby designated as contract Arbitrator.

ARTICLE VIII No Strikes or Lockouts

- 1. There shall be no work stoppage, strike, lockout or picketing except as provided in Sections 2 and 3 of this Article. If this provision is violated, the matter may be submitted immediately to the Arbitrator.
- 2. If a judgment or Arbitrator's award against the Employer for Welfare, Pension and/or Training Fund payments, or an award or judgment against a contractor for these or other payments is not complied with within thirteen (13) days after such award is sent by registered or certified mail to the Employer or contractor at his last known address, the Union may order a stoppage of work, strike or picketing in the building involved to enforce the award or judgment, and it may also thereby compel payment of lost wages to any employee engaged in such activity. Upon compliance

with the award or judgment and payment of lost wages, such activity shall cease.

3. The Union may order a work stoppage, strike or picketing in a building where work previously performed by members of the Union or within the Union's jurisdiction is being performed by persons outside of the bargaining unit anywhere in the building, provided that 72 hours written or telegraphic notice is given to the Employer and the R.A.B. of the Union's intention to do so.

4. The Union shall not be held liable for any violation of this Article where it appears that it has taken all reasonable steps to avoid and end the violation.

ARTICLE IX Saving Clause

If any provision of this agreement shall be held illegal or of no legal effect, it shall be deemed null and void without affecting the obligations of the balance of this agreement.

ARTICLE X Signatory Buildings

1. This agreement may be adopted by any loft or office building in New York, at any time within thirty (30) days following the date of execution of this agreement by both the Union and R.A.B. by filing with the Union through the R.A.B. its written assent to this agreement; except that the Union may refuse any assent

if the building is already legally bound by reason of an existing agreement with the Union entered into prior to December 31, 1974.

2. If there is a bona fide sale or other transfer of title of any building, or a change of control through a lease, or in the case of a noncorporate ownership, if any person or persons completely divest themselves of ownership or control by any arrangement, the successors in ownership or control may, within twenty (20) days thereafter, become a party to this agreement, provided:

(a) If the building was covered by this agreement, (1) during such period there is no layoff or change in wages, hours, terms or conditions of employment therein, (2) the new owner or transferee recognizes employee seniority and vacation status; and (3) all obligations, to employees, and those pursuant to the Welfare, Pension and/or Training Funds are fully paid up to the transfer date, and (4) provision is made to pay retroactively any wage underpayments, resulting from the building's proper clasification under Schedule A, Section I. Any assent accepted by the Union is conditioned upon the fulfillment of said obligations.

(b) If the building was not covered by this agreement, (1) the Union or the Employer may demand arbitration concerning what wage and hour schedules are equitable, (2) wage and hour standards prevailing in the building shall not be lowered by the adoption of this

agreement, and (3) the terms and conditions of sub-section (a) shall apply.

3. If a newly constructed or remodeled building is opened for occupancy, the owner or agent may, through the R.A.B., adopt this agreement for the building within twenty (20) days from the date of issuance of the Certifi-

cate of Occupancy.

4. This Article notwithstanding, the Union may refuse to accept any assent until it represents a majority of the building service employees; and further reserves the right to such refusal where contributions for Pension, Welfare and/or Training Funds are in default for three (3) months or more from the date payment was due, or where an award of the Arbitrator has not been complied with. The right of refusal shall not be exercised in order to require the building to become a party to any other agreement. Before so refusing any assent or taking any further action, the Union shall notify the R.A.B. in writing.

ARTICLE XI Welfare, Pension and Training Funds

A. WELFARE FUND

1. The Employer agrees to make payments into a joint welfare trust fund, known as the "Building Service Welfare Fund", to cover employees covered by this agreement who work regularly fourteen (14) hours or more in each workweek, including such employees of other Employers in or connected with the industry

for whom contributions are paid, with welfare benefits under such provisions, rules and regulations as may be determined by the Trustees of the Fund, as provided in the Agreement and Declaration of Trust, dated March 12, 1964 or in any successor Trust Agreements or amendments thereto; provided, however, that the Employer may, by making the required payments into the Fund, cover such other or his employees as he may elect, and provided such coverage is in compliance with law and the Trust Agreement.

- 2. The Employer shall contribute to the Fund \$480.00 per year for each employee, payable when and how the Trustees determine, to cover employees and their dependent families with welfare benefits as agreed by the collective bargaining parties, and under such provisions, rules and regulations as may be determined by the Trustees.
- 3. If on or after July 1, 1976, the Trustees find the payment provided herein insufficient to maintain benefits and to increase life insurance coverage from \$4,000 to \$5,000, they may require the parties to negotiate to determine the amounts needed. In the event the parties are unable to reach agreement the matter shall be referred to the contract Arbitrator for determination.
- 4. Except as qualified by Article III, Section 3, of this agreement with respect to group life insurance, any Employer who has a plan in effect prior to the effective date of this agree-

ment which provides welfare benefits the equivalent of, or better than, the benefits provided for herein, and the cost of which to the Employer is at least as great, may cover his employees under his existing plan or under this Fund. If the Trustees decide the existing plan does not provide equivalent benefits, but does provide welfare benefits superior to one or more types of welfare benefits under this Fund the Employer may participate in the Fund wholly, or partially for hospitalization and/or surgical coverage, and make his payments to the Fund in the amount determined by the Trustees uniformly for all similarly participating Employers.

5. If any future applicable legislation is enacted there shall be no duplication or cumulation of coverage and the parties will negotiate such changes as may be required by law.

B. PENSION FUND

1. The Building Service Pension Fund shall continue in force and effect in accordance with its provisions, which include the power of its Trustees to revise the amounts of the pension benefits and the conditions under which benefits will be paid, and to continue to cover such employees of other employers in or connected with the industry for whom contributions are paid, provided such coverage is in compliance with law and the Trust Agreement.

2. (a) Effective January 1, 1975 the employer shall pay into the Fund the sum of \$6.00 per week for every regular employee as defined

in the Building Service Pension Plan, as it may be amended, except as provided in Se va 3 hereof.

- (b) Effective January 1, 1976 the emproyer shall pay into the Fund the sum of \$7.00 per week for every regular employee as defined in the Building Service Pension Plan, as it may be amended, except as provided in Section 3 hereof.
- (c) Effective January 1, 1977 the employer shall pay into the Fund the sum of \$8.00 per week for every regular employee as defined in the Building Service Pension Plan, as it may be amended, except as provided in Section 3 hereof.
- 3. If the Employer has in effect a pension and retirement plan which has been determined to provide benefits equivalent or superior to those provided under the Building Service Pension Plan, it may continue such plan provided it continues to provide retirement benefits equivalent or superior to the benefits that are provided under the Building Service Pension Plan during the term of this agreement, and it shall be relieved of any obligation to make payments into the Fund.
- 4. If the Employer has an existing plan, as referred to above, it shall not discontinue or reduce benefits without prior Trustee approval. This limitation shall not apply (a) to a bona fide sale or transfer of legal or equitable title of the building, or (b) if control changes through lease or pursuant to law, or (c) to

bona fide transfer of employees to another Employer, or (d) where the Employer's plan is discontinued or reduced for all employees it covers in addition to the building service employees: provided that equitable conditions satisfactory to the Trustees are accepted by the Employer, and provided, that such conditions (1) do not require an Employer payment to the Fund exceeding an amount equal to the Fund's contributions for the total service length of each current employee, not to exceed five (5) years, (2) do not require any Employer payment to the Fund with respect to any employee entitled to vested rights under the Employer plan, which at retirement age would provide equivalent or greater benefits than the present Building Service Pension Plan, and (3) do not require, with respect to employees entitled to vested benefits under the Employer's plan less than the benefits provided for in the Building Service Pension Plan, a payment to the Fund exceeding the proportion by which the difference between the Building Service Pension Plan maximum benefit and the benefit vested in the employee bears to the maximum benefit under the Building Service Pension Plan applied to the maximum payment required under alternative (1) hereof, or (e) where the Arbitrator relieves the Employer of this obligation because its enforcement would work an undue hardship, injustice or inequity upon the Employer.

5. In no event shall the Trustees or any of them, the Union or the R.A.B., directly or in-

directly, by reason of this agreement, be understood to consent to the extinguishment, change or diminution of any legal rights, vested or otherwise, that anyone may have in the continuation in existing form of any such Enployer pension plan, and the Trustees or any of them, the Union and the R.A.B. shall be held harmless by an Employer against any action brought by anyone covered under such Employer's plan asserting a claim based upon anything done pursuant to Section 4 of this Article. Notice of the pendency of any such action shall be given the Employer who may defend the action on behalf of the indemnitee.

C. EDUCATIONAL AND TRAINING FUND

Effective January 1, 1975, the Employer will contribute seventy-five (75) cents per quarter for each employee to the Thomas Shortman Educational and Training Fund.

D. PROVISIONS APPLICABLE TO ALL FUNDS

1. If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Funds' trust agreements, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees, and court costs.

- 2. The Trustees of the Funds shall make such amendments to the Trust Agreements, and shall adopt such regulations as may be required to conform to applicable law, and which shall in any case provide that employees whose work comes within the jurisdiction of the Union (which shall not be considered to include anyone in an important managerial position) may only be covered for benefits if the building in which they are employed has a collective bargaining agreement with the Union. Any dispute about the Union's jurisdiction shall be settled by its President and the R.A.B.'s Executive Vice President.
- 3. The Arbitrator shall resolve any failure to agree under this Article.

ARTICLE XII Disability Benefits Law Unemployment Insurance Law

- 1. The Employer shall cover its employees so that they shall receive maximum weekly cash benefits provided under the New York State Disability Benefits Law on a non-contributory basis, and also under the New York State Unemployment Insurance Law, whether or not such coverages are mandatory.
- 2. Failure to so cover employees makes the Employer liable to an employee for all loss of benefits and insurance.
- 3. The Employer will cooperate with employees in processing their claims and shall

supply all necessary forms, properly addressed, and shall post adequate notice of places for filing claims.

ARTICLE XIII Sickness Benefits

1. Effective January 1, 1975, any regular full-time employee with at least ONE (1) year of service (as defined in Section 3 below) in the building or with the same Employer, shall receive in a calendar year from the Employer ten (10) paid sick days per year from the first day of bona fide illness.

The employee shall receive the above sick pay whether or not such illness is covered by New York State Disability Benefits Law or the New York State Workmen's Compensation Act; however, there shall be no pyramiding or duplication of Disability Benefits and/or Workmen's Compensation Benefits with sick pay

2. Effective January 1, 1975, employees who have continued employment to the end of the calendar year and have not used all sickness benefits shall be paid in the succeeding January, one-half (½) day's pay for each unused day, not to exceed five (5) days' pay.

3. For the purpose of this Article, ONE (1) year's employment shall be reached on the anniversary date of employment.

Employees who complete ONE (1) year of service after January 1, shall receive a pro rata

share of sickness benefits for the balance of the calendar year.

4. All payments set forth in this Article are voluntarily assumed by the Employer, in consideration of concessions made by the Union with respect to various other provisions of this agreement, and any such payment shall be deemed to be a voluntary contribution or aid within the meaning of any applicable statutory provisions.

ARTICLE XIV Building Acquisition by Public Authority

Where a building is acquired by a public authority of any nature through condemnation, purchase or otherwise, the last owner shall guarantee the payment of termination pay and of accrued vacations due to the employees up to the date of transfer of title. The Union will, however, seek to have such authority assume the obligations for payments. If unsuccessful and the last owner becomes liable for such payments, the amounts thereof shall be liens upon any condemnation award or on any amount received by such last owner.

ARTICLE XV Complete Agreement

This agreement constitutes the full understanding between the parties and, except as they may otherwise agree, there shall be no demand by either party for the negotiation or renegotiation of any matter covered or not covered by the provisions hereof.

ARTICLE XVI

Term of Agreement and Renewals

This agreement shall continue in full force and effect up to and including December 31, 1977.

Sixty (60) days before said expiration date, the parties shall enter into direct negotiations looking towards a renewal agreement.

If fifteen (15) days before this agreement expires, the parties shall not have been able to agree upon the terms of a new agreement, both parties will thereupon confer with the New York State Board of Mediation for the purpose of conciliating their differences.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

> REALTY ADVISORY BOARD ON LABOR RELATIONS, INCORPORATED

INCORPORATED
CHRISTOPHER N. CARSON

President

LOCAL 32B, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO ARTHUR L. HARCKHAM, K.M. President

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SCHEDULE A

SECTION I **Building Classifications**

- 1. Buildings are classified as A, B, or C buildings according to the following definitions:
 - (a) Class A building Gross area of more than 280,000 square feet.
 - (b) Class B building Gross area of more than 120,000 and not over 280,000 square feet.
 - (c) Class C building Gross area of less than 120,000 square feet.
- 2. Gross area of a LOFT building is the sum total of areas existing on the various floors of a loft building, including the basement space, but excluding that portion of the penthouse used for the machinery and appurtenances of the building and that portion of the basement used for the public utilities and general operation of the property.

Gross area of an entire floor shall be computed by measuring from the inside plaster surfaces of all exterior walls of space encompassed in a tenant's premises, including columns, corridors, toilets, slop sinks, elevator shafts, etc., except that space reserved for the fire tower court.

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3. Gross area of an OFFICE building is the sum total of areas existing on the various floors of the building, including the basement space, but excluding that portion of the penthouse used for the machinery and appurtenances of the building and that portion of the basement used for the public utilities and general operation of the property.

Gross area of an entire floor shall be computed by measuring from the inside plaster surface of all exterior walls of space used by the tenant on the floor, including columns and corridors, but excluding toilets, porters' closets, slop sinks, elevator shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues and stacks, and any vertical shafts and their enclosing walls. No deductions shall be made for columns, pilasters, or projections necessary to the building.

SCHEDULE A

SECTION II Wages and Hours

- 1. (a) Effective January 1, 1975, each employee covered hereunder shall receive a wage increase of fifty cents (50¢) for each regular straight-time hour worked.
- (b) Effective January 1, 1976, each employee covered hereunder shall receive a wage increase of thirty-seven and one-half cents $(371/2\,c)$ for each regular straight-time hour worked.

Additionally, the minimum hourly rate differential for handymen, starters and porterforeman (which shall include all employees doing similar or comparable work by whatever title known) shall be increased by five cents (5¢) respectively for each regular straighttime hour worked, to the extent necessary to bring them up to the contract minima.

- (c) Effective January 1, 1977, each emplers covered hereunder shall receive a wage is se of thirty-seven and one-half cents (3, ½¢) for each regular straight-time hour worked.
- (d) 1—Effective January 1, 1976 in the event that the percentage increase in the cost of living (Consumer Price Index for the City of New York) from November, 1974 to November, 1975, exceeds 12%, then, in that

event, an increase of \$.03 per hour for each full 1% increase in the set of living in excess of 12% shall be grand effective for the first full work week concerning after January 1, 1976. In no event shall said increase pursuant to this provision exceed \$.09 per hour. In computing increases in the cost of living above 12%, less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minima.

- 2 Effective January 1, 1977 in the event that the percentage increase in the cost of living (Concerner Price Index for the City of New York) from November, 1975 to November, 1976, exceeds 10%, then, in that event, an increase of \$.03 per hour for each full 1% increase in the cost of living in excess of 10% shall be granted effective for the first full work week commencing after January 1, 1977. In no event shall said increase pursuant to this provision exceed \$.15 per hour. In computing increases in the cost of living above 10%, less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minima.
- (e) Minimum wage rates shall be those set forth in the tables on pages 57, 58 and 59 hereof.
- 2. (a) The standard work week shall consist of five (5) consecutive days of eight (8) hours each and overtime at the rate of time

and one-half the regular straight-time hourly rate shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater. There shall be no split shifts.

(b) The weekly working hours for elevator operators and starters shall include two twenty (20) minute relief periods each day, but shall exclude luncheon recess of not less than forty-five (45) minutes or more than one (1) hour each day.

Employees, other than those referred to in the paragraph above, the majority of whose hours fall between 7 P.M. and 6 A.M. shall receive a fifteen (15) minute relief/lunch period. At the option of the employer, such employees shall, in addition to their regular pay for eight (8) hours, receive either additional straight-time pay for one-half (½) hour or be relieved one-half (½) hour earlier. This change shall in no way affect the overtime provisions of the contract, nor affect the employer's right to reschedule hours to provide necessary continuity of coverage.

- (c) Every employee shall be entitled to two
 (2) consecutive days off in any seven (7) days, and any work performed on such days shall be considered overtime and paid for at the rate of time and one-half.
- (d) No regular full-time employee shall have his regular working hours as set forth above reduced below the standard work week

in order to effect a corresponding reduction in pay.

3. Saturday and Sunday are premium days and work performed on such days shall be paid for at the rate of time and one-half the regular straight-time hourly rate of pay.

In determining whether an employee's work shift is to be considered as falling on Saturday or Sunday, for the purpose of premium pay, it is understood that the meaning of Saturday or Sunday work shall be the same as now applies or, where there is no such practice, shall be based upon the holiday premium pay practice.

- 4. Any employee called in to work by the Employer for any time not consecutive with his regular schedule shall be paid for at least four (4) hours of overtime.
- 5. To determine those employees employed by a contractor, or any other employer, who should be members of the Union and the amounts payable to the Welfare, Pension and/or Training Funds, the Union, and/or the Funds, independently or in coordination and cooperation, may inspect and audit all the employer's Social Security and/or payroll records, and the general ledger, which shall be made available to the Union and to the Funds upon request.

SCHEDULE A

SECTION III General Clauses

1. Differentials.

Existing wage differentials among classes of workers within a building shall be maintained.

It is recognized that wage differentials other than those required herein may exist or arise because of wages above the minima required by this agreement. No change in such differentials shall be considered a violation of this agreement unless it appears that it results from an attempt to break down the wag, structure for the building.

Where an employee possesses considerable mechanical or technical skill and devotes more than 75% of his working time in the building to work involving such skill, his wage rate shall be determined by mutual agreement between the Employer and the Union. Such employee shall receive a wage of not less than ten (\$10) dollars per week above the contract minimum rate for a handyman.

If the Employer and the Union cannot agree upon the rate of pay of such an employee, or in cases where an obvious inequity exists by reason of an employee's regular application of specialized abilities in his work, the amount or correctness of the differential may be determined by grievance and/or arbitration.

2. Pyramiding.

There shall be no pyramiding of overtime pay, sick pay, holiday pay or any other premium pay. If more than one of the aforesaid are applicable, compensation shall be computed on the basis giving the greatest amount.

3. Holidays.

New Year's Day, Lincoln's Birthday (see paragraph 4 below), Washington's Birthday, Memoria! Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day and Christmas Day are recognized as holidays.

Employees shall receive their regular straight-time hourly rates for the normal eight (8) hour working day not worked, and if required to work on a holiday, shall receive in addition to the pay above mentioned, premium pay at the rate of time and one-half their regular straight-time hourly rate of pay for each hour worked, with a minimum of four (4) hours premium pay. Any employee who is required to work on a holiday beyond eight (8) he shall continue to receive the compensations above provided for holiday work, namely pay at time and one-half his regular straight-time rate.

If a holiday falls on any day during the week and is generally observed in New York City on a Monday, Monday shall be deemed the holiday. 2. Pyramiding.

There shall be no pyramiding of overtime pay, sick pay, holiday pay or any other premium pay. If more than one of the aforesaid are applicable, compensation shall be computed on the basis giving the greatest amount.

3. Holidays.

New Year's Day, Lincoln's Birthday (see paragraph 4 below), Washington's Birthday Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day and Christmas Day are recognized as holidays.

Employees shall receive their regular straight-time hourly rates for the normal eight (8) hour working day not worked, and if required to work on a holiday, shall receive in addition to the pay above mentioned, premium pay at the rate of time and one-half their regular straight-time hourly rate of pay for each hour worked, with a minimum of four (4) hours premium pay. Any employee who is required to work on a holiday beyond eight (8) hours shall continue to receive the compensation above provided for holiday work, namely pay at his regular straight-time rate plus premium pay at time and one-half his regular straight-time rate.

If a holiday falls on any day during the week and is generally observed in New York City on a Monday, Monday shall be deemed the holiday.

be considered as hours actually worked for the purpose of premium pay.

6. Employee's Birthday.

A regular employee's birthday falling on a regular workday (or by agreement between the employee and the Employer, another day within ten (10) days immediately preceding or succeeding the birthday) shall be a paid day off; or in lieu thereof, at the Employer's option, the employee shall receive an additional normal day's pay for working on that day. Whenever possible, the employee shall advise the Employer of his birthday at least two (2) weeks in advance thereof. Where such notice is untimely, the Employer shall give the employee an additional day's pay or an extra day off within thirty (30) days following such notice.

When a regular full-time employee's birth-day falls on a contract holiday or on one of his regular days off, he she'll receive an additional day's pay therefore, or, at the option of the Employer, an extra paid day off within ten (10) days immediately preceding or succeeding the birthday; or if required to work he shall receive a day's pay, or by agreement between the employee and the Employer, another paid day off within ten (10) days immediately preceding or succeeding the birthday, in addition to the compensation elsewhere provided herein. This shall not be considered pyramiding.

Except in a leap year, March 1 shall be considered the birthday of any employee born on February 29.

These provisions shall not apply to employees in those buildings in cases where the Employer is obligated to give such employees more than the ten (10) contract holidays in this agreement and where the extra holiday benefits are at least the equivalent hereof.

7. Schedules.

Overtime, Saturday, Sunday and holiday work shall be evenly distributed so far as is compatible with the efficient operation of the building, except where Saturday or Sunday is a regular part of the work week. Preference for Saturday and Sunday employment shall be given to the regular full-time employees of the building.

8. Relief Employees.

So-called relief or part-time employees shall be paid the same hourly rate as full-time employees in the same occupational classification.

9. Method of Payment of Wages.

All wages, including overtime, shall be paid weekly in cash or by check, with an itemized statement of payroll deductions.

If a regular pay day falls on a holiday, employees shall be paid on the day before.

10. Replacements, Seniority, Promotions, Recall, Etc.

Preference shall be given to those already employed in the building in filling vacancies and newly created positions. Such replacements shall be based primarily on seniority, but training, ability, efficiency, appearance and personality for the particular job shall also be given consideration by the Employer.

Anyone employed as an "extra" or contingent with substantial regularity for a period of four (4) months or more, shall receive preference in steady employment, other considerations being equal.

In case of layoffs due to reduction of force, departmental seniority shall be followed except as provided in General Clause 21(c) below, with due consideration for the efficiency and special needs of the department.

In filling vacancies or newly created positions the wages shall be those prevailing and in force in the building for similar work, excluding extra pay attributable to years of service or special consideration beyond the requirements of the job which the replacement is not qualified to meet. If there be no similar work in the building the new employee shall receive a fair starting wage.

In applying the foregoing paragraphs, the judgment of the Employer shall control, subject to grievance and arbitration.

The Employer shall give consideration to laid off employees for re-employment; this

sentence is not subject to arbitration, but may be grieved.

11. Leave of Absence.

Once during the term of this agreement, upon written application to the Employer and the Union, a regular full-time employee employed in the building for five (5) years or more shall be granted a leave of absence not to exceed six (6) months subject to an extension not exceeding six (6) months, in case of bona fide illness or injury whether or not covered by the New York State Workmen's Compensation Law or New York State Disability Benefits Law. When such employee is physically and mentally able to resume work, he shall on one (1) week's prior written notice to the Employer, be then reemployed with no seniority loss.

Once in every five (5) years, upon six (6) weeks' written application to the Employer, a regular full-time employee employed in the building for five (5) years or more shall be granted a leave of absence for personal reasons not to exceed three (3) months. Upon his return to work, he shall be reemployed with no loss of seniority.

12. Vacations.

Every employee employed with substantial continuity in any building or by the same Employer shall receive each year a vacation with pay, as follows:

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* Effective January 1, 1977 the vacation schedule shall be modified to provide for two (2) weeks vacation with pay after one year's service.

Length of employment for vacation shall be based upon the amount of vacation an employee would be entitled to on September 15th of the year in which the vacation is given, subject to grievance and arbitration where the result is unreasonable.

Part-time employees regularly employed shall receive proportionate vacation allowances based on the average number of hours per week they are employed.

Firemen who have worked substantially one (1) firing season in the same building or for the same Employer, when laid off, shall be paid at least three (3) days' wages in lieu of vacation.

Firemen who have been employed more than one (1) full firing season in the same building or by the same Employer shall be considered full-time employees in computing vacations.

Regular days off and holidays falling during the vacation period shall not be counted. If a holiday falls during the employee's vaca-

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tion period, he shall receive an additional day's pay therefor, or, at the Employer's option, an extra day off within ten (10) days immediately preceding or succeeding his vacation.

Vacation wages shall be paid prior to the vacation period unless otherwis requested by the employee, who is entitled to actual vacation and who cannot instead be required to accept money.

When compatible with the proper operation of the building, choice of vacation periods shall be according to seniority and confined to the period beginning May 1st and ending September 15th of each year. These dates may be changed and the third vacation week may be taken at a separate time by mutual agreement of the Employer and employee.

The fourth and fifth week of vacation may, at the Employer's option, be scheduled, upon two (2) weeks' notice to the employee, for a week or two weeks other than the period when he takes the rest of his vacation.

Any employee, leaving his job for any reason, shall be entitled to a vacation accrual allowance, computed on his length of service as provided in the vacation schedule based on the elapsed period from the previous September 16th (or from the date of his employment if later employed) to the date of his leaving. Any employee who has received a vacation during the previous vacation period (May 1st

through September 15th) and who leaves his job during the next vacation period under circumstances which entitle him to vacation accrual rights, shall be entitled to full vacation accrual allowances instead of on the basis of the elapsed period from the previous September 16th. Any employee who has received no vacation and has worked at least six (6) months before leaving his job shall be entitled to vacation allowance equal to the vacation allowance provided above.

No employee leaving his position of his own accord shall be entitled to accrued vacation unless he gives five (5) working days' termination notice.

13. Day of Rest.

Each employee shall receive at least one (1) full day of rest in every seven (7) days.

14. Uniforms and Other Apparel.

Uniforms and work clothes where they have been required by the Employer or where necessary for the job shall be supplied and maintained by the Employer.

Employees doing outside work shall be furnished adequate wearing apparel for the purpose.

15. First Aid Kit.

An adequate and complete first aid kit shall be supplied and maintained by the Employer in a place readily available to all employees.

16. Fire and Flood Call.

Employees on fire and/or flood call shall be reimbursed for all loss of personal effects incurred in the line of duty.

17. Eye Glasses and Union Insignia.

Employees may wear eye glasses and the Union insignia while on duty.

18. Bulletin Board.

A bulletin board shall be furnished by the Employer exclusively for Union announcements and notices of meetings.

19. Sanitary Arrangements.

Adequate sanitary arrangements shall be maintained in every building, and individual locker and key thereto and rest room key, where rest room is provided, and soap, towels and washing facilities, shall be furnished by the Employer for all employees. The rest room and locker room shall be for use of employees servicing and maintaining the building.

20. Reducing Force.

If the Employer reduces force in accordance with Article V, Section 4, he is required, in addition to their accrued vacation credits and termination pay, if any, to give employees employed for one (1) year or more one (1) week's notice of layoff or discharge, or in lieu thereof, an additional week's pay. The Union and the R.A.B. shall be given at least two (2)

weeks' advance written notice of any contemplated reduction of force.

21. Termination Pay.

(a) In case of termination of employment because of the employee's physical or mental inability to perform his duties or from reduction in force occurring for reasons other than conversion of elevators to automatic operations, he shall receive, in addition to accrued vacation, termination pay according to service in the building or with the same owner, whichever is greater, as follows:

Employees with:	Pay:
5 but less than 10 years	1 week's wage
10 but less than 12 years	2 weeks' wages
12 but less than 15 years	3 weeks' wages
15 but less than 17 years	. 6 weeks' wages
17 but less than 20 years	. 7 weeks wages
20 but less than 25 years	. 8 weeks wages
25 or more	.10 weeks' wages

An employee physically or mentally unable to perform his duties may resign and receive the above termination pay if he submits satisfactory evidence of such inability. If the Employer does not deem the evidence satisfactory, such question may be submitted to grievance and arbitration.

(b) In case of termination of employment because of conversion of elevators to automatic operation, the employee shall receive, in addition to accrued vacation, termination pay according to years of service in the building or with the same owner, whichever is greater, as follows:

Employees with:	Pay:
5 but less than 10 years	2 weeks' wages
10 but less than 12 years	4 weeks' wages
12 but less than 15 years	5 weeks' wages
15 but less than 17 years	7 weeks' wages
17 but less than 20 years	
20 but less than 22 years	
22 but less than 25 years	10 weeks' wages
25 or more	11 weeks' wages

- (c) The right to accept termination pay and resign where there has been a reduction in force shall be determined by seniority, i.e., termination pay shall be offered to the most senior employee, then to the next most senior and so on until accepted. If no employee accepts the offer, the least senior employee or employees shall be terminated and shall receive any applicable termination pay.
- (d) "Week's pay" in the above paragraphs means the regular straight-time weekly pay at the time of termination. If the Employer offers part-time employment to the employee entitled to termination pay, he shall be entitled to termination pay for the period of his full-time employment, and if he accepts such part-time employee for all purposes. Where an employee was placed on a part-time basis or suffered a pay reduction because of a change in his work

category prior to February 1, 1966, and did not receive termination pay based upon his former pay, "week's pay" shall be determined by agreement, or through grievance and arbitration.

(e) Any employee accepting termination pay who is re-hired in the same building or with the same Employer shall be considered a new employee for all purposes.

For the purposes of this section, sale or transfer of a building shall not be considered a termination of employment so long as the employee or employees are hired by the purchaser or transferee, in which case they shall retain their building seniority for all purposes.

22. Tools, Permits and Fines.

All special tools, of which the Superintendent shall keep an accurate inventory, shall be supplied, maintained and replaced by the Employer, who shall bear the expense of securing or renewing permits, licenses or certificates for specific equipment located on the Employer's premises, and who will pay fines and employees applicable wages for required time spent for the violation of any codes, ordinances, administrative regulations or statutes, except any resulting from the employee's gross negligence or willful disobedience.

23. Military Service.

All statutes and valid regulations about reinstatement and employment of veterans shall be observed. The Employer and the Union will cooperate in effort to achieve the objectives of this provision. They shall also consider the institution of plans to provide training of employees to improve their skills and to enter into employment in the industry.

24. No Discrimination.

There shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability of an individual in accordance with applicable law, national origin, sex or union membership.

25. Employment Agency Fee.

No employee shall be employed through a fee charging agency unless the Employer pays the full fee.

The Employer and the Union will cooperate with the New York State Employment Bureau in the filling of all available jobs. The Union may invoke grievance and arbitration for failure to do so.

26. Employees' Rooms.

Any employee occupying a room or apartment on the Employer's property may be charged a reasonable rental therefore, unless such occupancy is a condition of employment, in which case no rent shall be charged.

If the Employer terminates the services of an employee occupying living space in the building the Employer shall give the employee thirty (30) days' written notice, except where there is a discharge for a serious breach of the employment contract.

27. Definitions.

An elevator starter differs from an elevator operator in that he does not normally operate an elevator, but his chief responsibility is to direct elevator operations and traffic in the building.

A handyman differs from an elevator operator, porter, hall man, etc., because by training and experience, he possesses a certain amount of mechanical or technical skill and devotes more than fifty (50) per cent of his working time in a building to work involving such skill.

A p ter-foreman differs from a porter in that his regular responsibility is mainly to direct cleaning operations.

All employees formerly classified as "Assistant Starters" have been classified as "Starters" and are receiving the corresponding minimum wage rates.

All references to the male gender shall be deemed to include the female gender.

Others include elevator operators, porters, porter/watchmen, watchmen, security porters, security employees, fire safety directors and all other service employees employed in the building under the jurisdiction of the Union, except those other classifications specified above.

28. Required Training Programs.

The Employer shall compensate at straighttime pay, any employee now employed in a building for any time required for the employee to attend any instruction or training program in connection with the securing of any license, permit or certificate required by law and by the Employer for the performance of duties in the building.

29. Garnishments.

No employee shall be discharged or laid off because of the service of an income execution, unless in accordance with applicable law.

30. Death in Family.

A regular full-time employee with at least one (1) year of employment in the building shall not be required to work for a maximum of three (3) days immediately following the death of a parent, brother, sister, spouse, or child, and shall be paid regular straight-time wages for any of such three (3) days on which he was regularly scheduled to work or entitled to holiday pay.

31. Union Visitation.

Any business agent or other duly authorized representative of the Union shall have access to the buildings or sites where union members are employed to determine whether the terms of this agreement are being complied with. Access shall be granted only if there is prior

notice to the Employer and such access does not interefere with the work being performed at the building.

32. Jury Duty.

Effective January 1, 1975, employees who are required to serve on juries shall receive the difference between their regular rate of pay and the amount they receive for serving on said jury.

33. Identification.

Employees may be required to carry with them, and exhibit proof of employment on the premises. The R.A.B. and the Union may appoint a committee within thirty (30) days of the signing of this agreement to establish a system for this purpose. If such system is not timely established, either party may submit the matter to arbitration.

34. Health Center Visit.

Every regular full-time employee who has been employed in the building for one year or more shall be entitled, upon one (1) week's notice to his Employer, to take one (1) day off in each calendar year at straight-time pay to visit the Local 32B Health Center.

Such employee shall receive an additional one (1) day off with pay to visit the Lealth Center if the Health Center requires such a visit

To receive payment for such days, the employee shall exhibit a signed statement from the Health Center.

35. Automation Employment Pool.

The President of the Union, or upon his designation, the Vice President of the Union, and the President of the R.A.B., or upon his designation, the Executive Vice President of the R.A.B., shall constitute a committee to formulate and effectuate a plan for providing employment in the industry for employees represented by the Union with long service who have lost their jobs because of conversion to automatic elevators or other mechanical devices at a time when they are approaching the age and service requirements to become eligible for pension benefits.

This committee shall arrange to list such employees in a special "Automation Employment Pool", giving preference for employment to the extent practicable, in the order of their requirements for pension benefit to fill an available vacancy consistent with physical and/or mental ability and the necessary experience. The committee shall, to the fullest extent possible, obtain and keep current, information as to vacancies in employment and of new jobs available in R.A.B. member buildings covered by this agreement.

The committee shall also consider the institution of plans to provide training of employees to improve their skills and to enter into employment in the industry.

The Employer and the Union will cooperate with the committee in its efforts to achieve the objectives of this provision.

36. Death of Employee.

If any employee dies after becoming entitled to but before receiving any wage or pay hereunder, it shall be paid to his estate, or pursuant to Section 1310 of the New York Surrogate's Court Procedure Act, unless otherwise provided herein. This shall not apply to benefits under Article XI, where the rules and regulations of the Welfare and Pension Funds shall govern.

37. Governmental Decrees.

If because of legislation, governmental decree or order, any increase or benefit herein provided is in any way blocked, frustrated, impeded or diminished, the Union may upon ten (10) days' notice require negotiation between the parties to take such measures and reach such revisions in the contract as may legally provide substitute benefits and improvements for the employees, at no greater cost to the Employers. If they cannot agree, the dispute shall be submitted to the Arbitrator.

In the event that any provision of this contract requires approval of any government agency, the R.A.B. shall cooperate with the Union with respect thereto.

38. Weather Conditions.

Where extreme cold or hot weather causes hardship to the employee in the performance of his normal duties, the Union has the right to request the Employer to revise work schedules so as to give the employee such advantage of retained heat or cold as may be compatible with the efficient operation of the building.

MINIMUM WAGE RATES JAN. 1, 1975 to DEC. 31, 1975

(40 Hour Standard Workweek of five consecutive 8-Hour Days)

OFFICE BUILDINGS

CLASS A	Regular Hourly Rate	Overtime Hourly Rate	Daily Wage	Weekly Wage
Handyman Porter-Foreman Starter Others	\$5.2820 5.1695 5.1695 4.8070	\$7.92300 7.75425 7.75425 7.21050	\$42.2560 41.3560 41.3560 38.4560	\$211.28 206.78 206.78 192.28
CLASS B				
Handyman Porter-Foreman Starter Others	\$5.2510 5.1385 5.1385 4.7760	\$7.87650 7.70775 7.70775 7.16400	\$42,0080 41,1080 41,1080 38,2080	\$210.04 205.54 205.54 191.04
CLASS C				
Handyman Porter-Foreman Starter Others	\$5.2070 5.0945 5.0945 4.7320	\$7.81050 7.64175 7.64175 7.09800	\$41.6560 40.7560 40.7560 37.8560	\$208.28 203.78 203.78 189.28
	LOFT B	UILDINGS		
CLASS A				
Handyman Porter-Foreman Starter Others	\$5.2320 5.1385 5.1385 4.7760	\$7.84800 7.70775 7.70775 7.16400	\$41.8560 41.1080 41.1080 38.2080	\$209.28 205.54 205.54 191.04
CLASS B				
Handyman Porter-Foreman Starter Others	\$5.1590 5.0895 5.0895 4.7270	\$7.73850 7.63425 7.63425 7.09050	\$41.2720 40.7160 40.7160 37.8160	\$206.36 203.58 203.58 189.08
CLASS C				
Handyman Porter-Foreman Starter Others	\$5.0360 4.9485 4.9485 4.6860	\$7.55400 7.42275 7.42275 7.02900	\$40.2880 39.5880 39.5880 37.4880	197.94 197.94

MINIMUM WAGE RATES JAN. 1, 1976 to DEC. 31, 1976

(40 Hour Standard Workweek of five consecutive 8-Hour Days)

OFFICE BUILDINGS

CLASS A	Regular Hourly Rate	Overtime Hourly Rate	Daily	Weekly
Hand man Porter-Foreman Starter Others	\$5.7070 5.5945 5.5945 5.1820	\$8.53050 8.39175 8.39175 7.77300	\$45.6560 44.7560 44.7560 41.4560	\$228.28 223.78 223.78 207.28
CLASS B				
Handyman Porter-Foreman Starter Others	\$5.6760 5.5635 5.5635 5.1510	\$8.51400 8.34525 8.34525 7.72650	\$45,4080 44,5080 44,5080 41,2080	\$227.04 222.54 222.54 206.04
CLASS C				
Handyman Porter-Foreman Starter Others	\$5.6320 5.5195 5.5195 5.1070	\$8.44800 8.27925 8.27925 7.66050	\$45.0560 44.1560 44.1560 40.8569	\$225.28 220.78 220.78 204.28
	LOFT B	UILDINGS		
CLASS A				
Handyman Porter-Foreman Starter Others	\$5.6570 5.5635 5.5635 5.1510	\$8.48550 8.34525 8.34525 7.72650	\$45.2560 44.5080 44.5080 41.2080	\$226.28 222.54 222.54 206.04
CLASS B				
Handyman Potrer-Foreman Starter Others	\$5.5840 5.5145 5.5145 5.1020	\$8.37600 8.27175 8.27175 7.65300	\$44.6720 44.1160 44.1160 40.8160	\$223.36 220.58 220.58 204.08
CLASS C				
Handyman Porter-Foreman Starter Others	\$5.4610 5.3735 5.3735 5.0610	\$8.19150 8.06025 8.06025 7.59150	\$43.6880 42.9880 42.9880 40.4880	\$218.44 214.94 214.94 202.44

58

MINIMUM WAGE RATES JAN. 1, 1977 to DEC. 31, 1977

(40 Hour Standard Workweek of five consecutive 8-Hour Days)

OFFICE BUILDINGS

CLASS A	Regular Hourly Rate	Overtime Hourly Rate	Daily Wage	Weekly Wage
Handyman Porter-Foreman Starter Others	\$6.0820 5.9695 5.9695 5.5570	\$9.12300 8.05425 8.95425 8.33550	\$48.6560 47.7560 47.7560 44.4560	\$243.28 238.78 238.78 222.28
CLASS B				
Handyman Porter-Foreman Starter Others	\$6.0510 5.9385 5.9385 5.5260	\$9.07650 8.90775 8.90775 8.28900	\$48.4080 47.5080 47.5080 44.2080	\$242.04 237.54 237.54 221.04
CLASS C				
Handyman Porter-Foreman Starter Others	\$6.0070 5.8945 5.8945 5.4820	\$9.01050 8.84175 8.84175 8.22300	\$48.0560 47.1560 47.1560 43.8560	\$240.28 235.78 235.78 219.28
	LOFT B	UILDINGS		
CLASS A				
Handyman Porter-Foreman Starter Others	\$6.0320 5.9385 5.9385 5.5260	\$9.04800 8.90775 8.90775 8.28900	\$48.2560 47.5080 47.5080 44.2080	\$241.28 237.54 237.54 221.04
CLASS B				
Handyman Porter-Foreman Starter Others	\$5.9590 5.8895 5.8895 5.4770	\$8.93850 8.83425 8.83425 8.21550	\$47.6720 47.1160 47.1160 43.8160	\$238.36 235.58 235.58 219.08
CLASS C				
Handyman Porter-Foreman Starter Others	\$5.8360 5.7485 5.7485 5.4360	\$8.75400 8.62275 8.62275 8.15400	\$46.6880 45.9880 45.9880 43.4880	\$233.44 229.94 229.94 217.44

59

1975

Commercial Building Agreement

1975-76-77

(See pages 57-58-59)

Realty Advisory Board on Labor Relations, Incorporated

292 MADISON AVENUE, NEW YORK, N.Y. 10017 Telepone: 889-41-0

IT IS HEREBY STIPULATED AND AGREED by and between the Realty Advisory Board on Labor Relations, Inc. ("RAB") and Local 32B, Service Employees International Union, AFL-CIO ("Local 32B") that: vl. . The collective bargaining agreement effective January 1, 1972 known as the Commercial Building Agreement between the RAB and Local 32B be and hereby is continued through December 31, 1977 except as modified herein. 2. Effective January 1, 1975 there shall be an hourly wage increase of \$.50 per hour. 3. Effective January 1, 1976 there shall be an hourly wage increase of \$.375 per hour. 4. Effective January 1, 1977 there shall be an hourly wage increase of \$.375 per hour. 5. Minima shall be increased in each year in the amounts provided above in paragraphs 2, 3 and 4. 6. Effective January 1, 1976 the minima for handymen, porter-foremen and starters shall be increased by \$.05 per hour. 7. a. Effective January 1, 1976 in the event that the percentage increase in the cost of living (Consumer Price Index for the City of New York) from November 1, 1974 to November 1, 1975, exceeds 12%, then, in that event, an increase of \$.03 per hour for each full 1% increase in the cost of living in excess of 12% shall be granted effective for the first full work week commencing after January 1, 1976. In no event shall said increase pursuant to this provision exceed \$.09 per hour. In computing increases in the cost of living above 12%, less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minira. b. Effective January 1, 1977 in the event that the percentage increase in the cost of living (Consumer Price Index

for the City of New York) from November 1, 1975 to November 1, 1976, exceeds 10%, then, in that event, an increase of \$.03 per hour for each full 1% increase in the cost of living in excess of 10% shall be granted effective for the first full work week commencing after January 1, 1977. In no event shall said increase pursuant to this provision exceed \$.15 per hour. In computing increases in the cost of living above 10%, less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minima. 8. Effective January 1, 1976 the employers shall increase their contribution to the Pension Fund in the amount of \$1.00 per employee per week. Effective January 1, 1977 the employers shall increase their contribution to the Pension Fund by the amount of \$1.00 additional per employee per week. Effective July 1, 1975, pensions for employees who have retired or will retire before July 1, 1976 shall be increased above the amount they are presently receiving or will receive pursuant to the terms of the Pension Plan by 10% or \$5.00, whichever is more, but in no event shall this provision increase pensions for such employees to more than \$100. per month. On January 1, 1977 the pension for 25 years' service at age 65 shall be increased to \$200. per month. All other types of pension benefits shall be adjusted in accordance with law. 9. The welfare fund contributions shall be increased in order to preserve existing benefits, maintain an adequate reserve, increase the major medical coverage to \$10,000. effective January 1, 1975 and increase life insurance coverage to \$5,000. effective July 1, 1976. It is agreed that the cost of these benefits shall be met by a contribution rate of \$480. per year per employee as of January 1, 1975. If on or after July 1, 1976 the Trustees find the payment provided herein insufficient to maintain benefits and to increase life insurance coverage from 2 -

\$4,000. to \$5,000., they may require the parties to negotiate to determine the amounts needed. In the event the parties are unable to reach agreement the matter shall be referred to the Arbitrator for determination. 10. a. Effective January 1, 1975, any regular fulltime employee with at least ONE (1) year of service (as defined below) in the building or with the same Employer, shall receive in a calendar year from the Employet ten (10) paid sick days per year from the first day of bona fide illness. The employee shall receive the above sick pay whether or not such illness is covered by New York State Disability Benefits Law or the New York State Workmen's Compensation Act; however, there shall be no pyramiding or duplication of Disability Benefits and/or Workmen's Compensation Benefits with sick pay. b. Effective January 1, 1975, employees who have continued employment to the end of the calendar year and have not used all sickness benefits shall be paid in the succeeding January, one-half (1/2) day's pay for each such unused day, not to exceed five (5) days' pay. Payment shall be based on the wages effective in the immediately preceeding December. c. Effective January 1, 1975, for the purpose of this section ONE year's employment shall be reached on the anniversary date of employment. Employees who complete ONE year of service after January 1, 1975, shall receive a pro rata share of sickness benefits for the balance of the calendar year. d. All payments set forth in this section are voluntarily assumed by the Employer, in consideration of concessions made by the Union with respect to various other provisions of this agreement, and any such payment shall be deemed to be a voluntary contribution or aid within the meaning of any applicable scatutory provisions. 11. One additional holiday shall be granted effective - 3 -

effective January 1, 1975. Said holiday shall either be Lincoln's Birthday or shall be a date mutually agreed upon thirty days prior to Lincoln's Birthday. 12. Effective January 1, 1977 the vacation schedule shall be modified to provide for 2 weeks' vacation with pay after one year's service. 13. Effective January 1, 1975 employees who are required to serve on juries shall receive the difference between their regular rate of pay and the amount they receive for serving on said jury. 14. Effective January 1, 1975, every regular, full-time employee who has been employed in the building for one (1) year or more shall receive an additional one (1) day off to visit the Health Center if the Health Center requires such a visit. To receive payment for such day, the employee shall exhibit a signed statement from the Health Center indicating such visit was required. 15. Effective January 1, 1975, the Employer will contribute seventy-five (75) cents per quarter for each employee to the Thomas Shortman Training Fund. 16. The RAB and the Union recognize the necessity to conduct an industry-wide study to evaluate all cleaning and related maintenance job The EAB and Our agree to The parties shall meet to discuss the subject of the safety of night workers at no additional contract cost to the employer. 18. The parties shall make such language changes as they have agreed upon in negotiations or which shall clarify the existing agreement.

REALTY ADVISORY BOARD ON LABOR RELATIONS, INCORPORATED

292 MADISON AVENUE, NEW YORK, N. Y. 10017

TELEPHONE: (212) 889-4100

OFFICERS

President

CHRISTOPHER N. CARSON Vice-Pratident

RICHARD & GORDON

Vice-President LEON R. SPEAR

١

JAMES P. McGUIRE

ROBERT S. CURTISS

Treasurer Sevelory

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Authority of New York & New Jersey

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Cross & Brown Company

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Helmsley-Spear, Inc

EDWARD F. GALLAHER

January 8, 1975

HAMILTON G. POPD

PROSKAUED ROSE GOETZ & MENDELSONN

No. 119 (COMMERCIAL)

To:

Owners & Managing Agents of Commercial Buildings

Subj: New Commercial Building Agreement

This Board and Local 32B after prolonged and difficult negotiations accepted recommendations of Vincent D. McDonnell, Chairman of the New York State Mediation Board for a renewal Commercial Building Agreement to succeed the 1972 Commercial Building Agreement which expired December 31, 1974.

Term: Three years, effective January 1, 1975.

Wages: January 1, 1975 an increase of 50¢ per hour or \$20.00 a week.

January 1, 1976 an increase of 37½¢ per hour or

\$15.00'a week.

January 1, 1977 an increase of 371/2¢ per hour or \$15.00 a week.

Differentials: Effective January 1, 1976 the minimum wage differential for starters, handymen, and porter-foremen shall be increased by 5¢ per hour or \$2.00 per week.

Sickness Benefits: Effective January 1st, 1975, all regular full-time employees with at least one year of employment will be eligible for ten days sick pay per year from the first day of illness. Employees who have not used all sickness benefits will be paid, in the succeeding January, one-half (3) day's pay for each unused day, not to exceed five (5) days' pay. Employees who achieve one year of service during any calendar year after January 1st, 1975, will receive a pro-rata share of sick leave for the balance of that calendar year.

Cost of Living: Effective January 1, 1976 and January 1, 1977. Applicable conditions will be set forth in new agreement.

Welfare: Effective January 1, 1975 contributions to the Welfare Fund are increased to \$480.00 per year per employee to maintain present benefits and to provide an increase in Major Medical coverage to \$10,000.

Effective on or after July 1, 1976 contributions will be increased, if necessary, in order to maintain existing benefits and to increase group life insurance coverage from \$4,000.00 to \$5,000.00.

Pension: Effective January 1, 1976 contributions are to be increased by \$1.00 per week to comply with the Pension Reform Act.

Effective January 1, 1977 contributions will be increased an additional \$1.00 per week, and the normal pension for 25 years' service at age 65 will be increased to \$200.00 per month.

Holiday: Effective January 1, 1975 one additional paid holiday. Said holiday shall be either Lincoln's Birthday or shall be a date mutually agreed upon thirty days prior to Lincoln's Birthday.

Jury Duty: Effective January 1, 1975 employees who are required to serve on juries shall receive the difference between their regular rate of pay and the amount they receive for serving on said jury.

Health Center: Effective Jan. 1, 1975, every regular, full-time employee who has been employed in the building for one (1) year or more shall receive an additional one (1) day off to visit the Health Center if the Health Center requires such a visit. To receive payme t for such day, the employee shall exhibit a signed statement from the Health Center indicating such visit was required.

Training Fund: Effective January 1, 1975, the Employer will contribute seventy-five (75) cents per quarter for each employee to the Thomas Shortman Training Fund.

Vacations: Effective January 1, 1977 the vacation schedule shall be modified to provide for 2 weeks' pay after one year's service.

Industry-Wide Studies: The RAB and the Union recognize the necessity and have agreed to conduct an industry-wide study to evaluate all cleaning and related maintenance jobs.

The parties have also agreed to discuss the subject of safety of night workers at no additional contract cost to the Employer.

Better Terms and Conditions: Article III 3 is now further limited so that continuance is required only for those employees employed by the Employe: on January 1, 1975.

The parties shall make such language changes as they have agreed upon in negotiations or which shall clarify the existing agreement.

This Board is presently engaged in negotiations with Local 32J and the Crafts whose agreements expired December 31, 1974, and with Local 164 whose agreement expires on February 3, 1975. We will apprise you from time to time as to the status of these negotiations.



REALTY ADVISORY BOARD ON LABOR RELATIONS, INCORPORATED
292 MADISON AVENUE, NEW YORK, N. Y. 10017 TELEPHONE. (2020) January 23rd, 1975 Trailing. PANES D'ANGOIRE PROSKAULA MOSE GOLTZ & MENDELSONS BICHARD & COPONS

Vern President

BICHARD & COPONS

Vern President

STATE

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TORRES Disectors

New York, N.Y. 1002 c/o William Kaufman Organization New York, N.Y. 10022 HILLIAM E CHICHION Re: 437 Madison Ave.: 777 Third Ave. COBERT & CURTISS · 127 John St. : 77 Water St. ATMONS E DONION Bert. Wyerest, Parrer, Hamilton, Inc. Dear Mr. Kaufman: 100MAID & COMPN Duby Management Co We are in receipt of your registered letter Dayles L. Ellimort & Co. Inc GEOFGE C MISON ... Rudin Management Co. Inc. dated January 21, 1975 indicating your desire not to be a HOSERT KORN Dougle Cibbon Holleday & Iron Inc. member of the Board and have removed your membership from HOWARD M SONN the files of this Board accordingly. Some Scalary Company Very truly yours, Charlet H. Greenthul & Co. he. Commercel Desiron CHRISTOPHERAN CARSON James F. Berg JFB sp pures tels, Haberth & Hoberth Ive FOF HE CLAST (IN DAIL OR DAIL Golaren Bulle Ca parelas The World Trodo Center, fie P. POSEST C MARRIES

"Postarilla Cense, Inc."

[Augs P Auguret Authority of New York & Nam Jories ! P McGUIEL

S. Cusimon & Wokeford Inc

S. J. Muzzay

Cross & Brown Company CHARLES I MURPHY CHANGE C DUINN
I serving Profet & construction Co , inc.
5:0NET W ROOS.
Williams & CG. Inc. ITON B. SPEAR Printley Speak line ...



FORM NLRB-301 (2-67)

Form Approved
Budget Bureau No. 64-R001.12

UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD

THIRD AMENDED CHARGE AGAINST E	MPLGYER		
	DO NOT WRITE IN THIS SPACE		
INSTRUCTIONS: File an original and 4 copies of this charge with NI			
regional director for the region in which the alleged unfair labor practi			
occurred or is occurring.	Date Filed		
1. EMPLOYER AGAINST WHOM			
RAUFMAN ORGANIZATION MONAHAN COMMERCIAL CLEANERS, INC. ANGELO PALUMBO and NORM	JIAM b. Number of Workers Employed		
CLEANERS INC. ANGELO PALUMBO and NORMA c. Address of Establishment (Street and number, city, State,	d. Employer Representative to Contact e. Phone No.		
and ZIP code)	or surproper representative to contact.		
747 Third Avenue	Melvin Kaufman PI8-0437		
1. Type of Establishment (Factory, mine, wholesaler, etc.) g. Identify Principal Product or Service			
Office Building	Office Space Rental		
h. The above-named employer has engaged in and is engaging in unfair subsections (1) and (2). (3) and (5) (List subsections)	of the National Labor Relations Act,		
and these unfair labor practices are unfair labor practices affecting	g commerce within the meaning of the Act.		
2. Basis of the Charge (Be specific as to facts, names, addresses, pl	ants involved, dates, places, etc.)		
Commencing on and after March 17, 1			
Commercial Cleaners, Inc.) have refus			
concerning terms and conditions of	employment of employees represented		
by the Union.			
Commencing on and after March 17, 1	975 the employers have discriminated		
against employee members of the Unio			
their employment, terminating them,	locking them out and refusing		
them employment because of their men	mbership in, and support of the		
Union.			
Commencian on an about March 1 107	the employees have supported		
Commencing on or about March 1, 197			
and assisted Local 690 Amalgamated Workers Union of America and Local 803, International Brotherhood of Teamsters by negotiating with them			
and entering into unlawful pre-hire agreements and arrangements with			
them and by other acts.			
Du the favoraine and other pate th	be beginning and voucleur		
By the foregoing and other acts, the			
coerced employees in the exercise of their rights under Section 7 of the Act.			
* \$8(a)5 not applicable as charge against Monahan Commercial Cleaners,			
By the above and other acts, the above-named employer has interfered the rights guaranteed in Section 7 of the Act.	with, restrained, and coeyced employees in the exercise of		
3. Full Name of Party Filing Charge (If labor organization, give full	name, including local name and number)		
Local 32B, Service Employees Intern	ational Union, AFL-CTO		
42. Address (Street and number, city, State, and ZIP code)	. 4b. Telephone No.		
	ork 10016 490-9620		
1 East 35th Street, New York, New Y 5. Full Name of National or International Labor Organization of Whice			
when charge is filed by a labor organization)	a it is an Aminate of Constituent and the		
. Service Employees International Uni 6. DECLARA			
I declare that I have read the above charge and that the statements the			
11 (12)			
By Counsel (Signature of representative of person filing charge) (Title, if any)			
(Signature of representative or person filing charge)	(Title, it day)		
Address 521 Fifth Avenue, New York 687-6660 May 28, 1975 (Telephone number) (Date)			
WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED SECTION 1001)	BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18,		



PRUDENTIAL MAINTENANCE CORP. BUILDING

1430 BROADWAY NEW YORK, N.Y. 10018 TEL. (212) 594-0100

May 5, 1975

Mr. John Sweeney, Secretary/Treasurer Local 32-B S.E.I.U. - AFL-CIO 1 E. 35th St.

New York, New York

Re: 127 John Street New York, New York

Dear Mr. Sweeney:

Please be advised that we have received a cancellation regarding 127 John St., effective May 31, 1975.

The cancellation is from Sage Realty Corporation signed by Melvyn Kaufman, for the Owners, William Kaufman and Louis Feil, signed by Robert Kaufman.

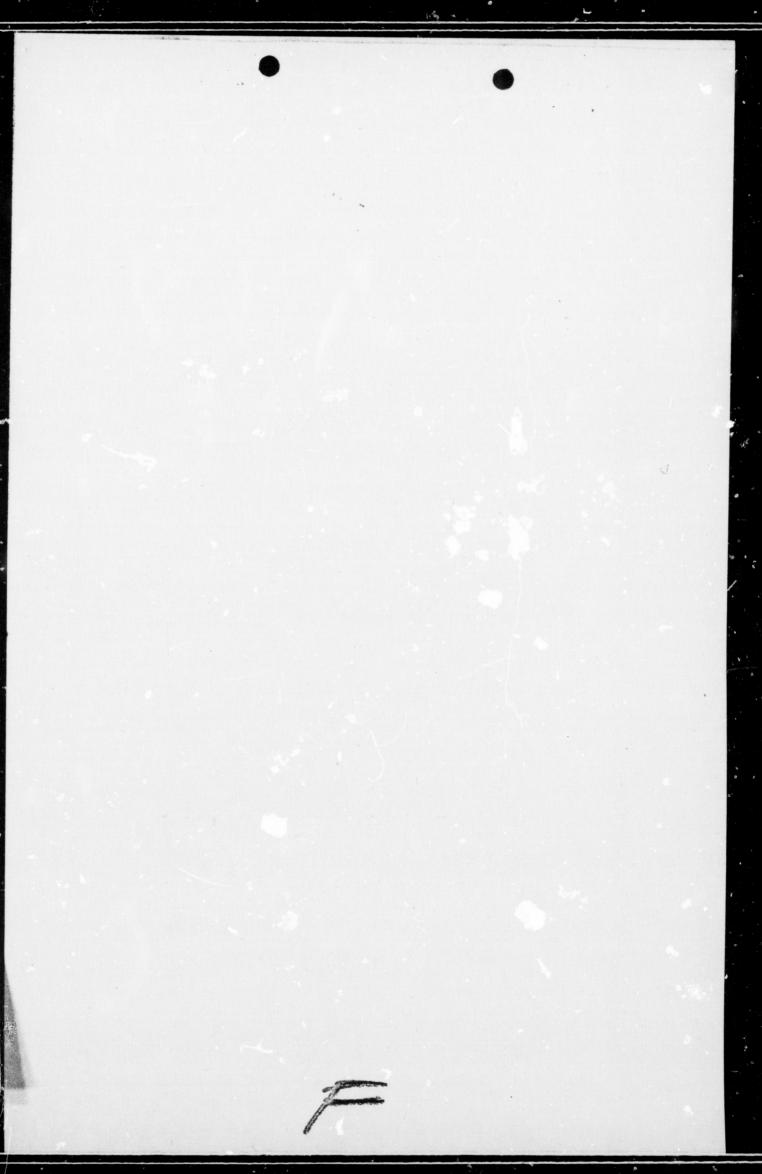
Very truly yours,

PRUDENTIAL BUILDING MAINTENANCE CORE.

Y:MW

Bernard Young

Vice President



Two Gennsylvania Glaza New York, N. Y. 10001

May 5, 1975

Mr. Arthur L. Harckham Local 32B, S. E. I. U. I E. 35th Street New York, New York

> Ref: Cancellation of Service 77 Water Street

Dear Mr. Harckham:

In accordance with the terms of our Collective Bargaining Agreement, please be advised that on April 29, 1975, we received from Sage Realty Corporation on behalf of the owners William Kaufman and Louis Feil, formal cancellation notice for the janitorial services presently being performed at 77 Water Street, effective May 31, 1975.

The above confirms our telephone conversation with your office concerning this cancellation.

Very truly yours,

Allied Maintenance Corporation

John P. McIntyre Vice President Labor Relations

JPM/mm cc:J. Sweeney K. McCulloch



TOTAL SOLD

SERVICE EMPLOYEES INTERNATIONAL UNION



1 EAST 35 STREET

NEW YORK, N. Y. 1001

XXXXXXXXXX

ARTHUR L. HARCKHAM, K.M. President

THOMAS G. YOUNG Vice-President

Secretary-Treasurer

HARRY LINDNER
Secretary

CECIL E. WARD

Executive Assistant
to the President

May 16, 1975

William Kaufman Organization and Sage Realty Corp. 437 Madison Avenue New York, New York

Re: 127 John Street 77 Water Street

Gentlemen:

We have been advised by your contractors at the above premises, Prudential Building Maintenance Corp. and Allied Maintenance Corporation, respectively, of cancellation of their cleaning contracts, effective May 31, 1975.

As you are no doubt aware, Article I, Par. 3 of the collective bargaining agreement between us (Commercial Building Agreement, RAB-Local 32B) requires that you give notice to the Union at least three weeks prior to a changing of contractors, indicating the name and address of the new contractor. Less than three weeks remain and, accordingly, you are in violation of this provision.

We also call to your attention the general requirements of Article I of the agreement and insist on your compliance therewith.

William Kaufman Organization and Sage Realty Corp. Page Two

May 16, 1975

We request that you give us immediate notice of.
the new contractor, and of your intention to comply with
Article I, or we will have to assume, as in the case of your
building at 747 Third Avenue, that you will act in violation of
Article I of the agreement, and that we must take action accordingly.

Kindly give notice to the undersigned immediately as requested. We also request the scheduling of an immediate meeting to discuss the matters of sub-contracting, job security of present employees, and as a first step in connection with the contract grievance programme. Please contact the undersigned immediately, by telephone, at the telephone number indicated below, to arrange a prompt appointment for the meeting.

Very truly yours,

Local 32B, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

By:

Kevin McCulloch Contract Director

Tel. (212) 490-9636

Certified Mail Return Receipt Requested TOTAL SAB

SERVICE EMPLOYEES INTERNATIONAL UNION

AFL CIO

SERVICE EMPLOYEES CENTER

I LA CTREET

NEW YORK, N. Y. 10016

XXXXXXXXXXX

May 21, 1975

ARTHUR L. HARCKHAM, K.M. President

THOMAS G. YOUNG

JOHN J. SWEENEY

HARRY LINDNER

CECIL E WARD
Executive Assistant
to the President

William Kaufman Organization and Sage Realty Corp. 437 Madison Avenue New York, New York

Re: 127 John Street 77 Water Street

Gentlemen:

We have received no response to our letter of May 16, 1975 concerning the change in contractors at the above premises. Employees covered by the collective bargaining agreement at the respective buildings wish to make application for positions with the successor contractor, but, to date, you have declined to disclose his name and address as required by the agreement, or to indicate your intention to comply with Article I of the collective bargaining agreement (Commercial Building Agreement, RAB-Local 32B).

We wish to make application to the successor contractor for employment in behalf of employees presently employed at the premises and covered by our collective bargaining agreement, whose names appear on the annexed lists for 127 John Street and 77 Water Street, County of New York. Since you have not disclosed the name of the contractor, we are making the application through you in their behalf, and ask that prompt notice be given with respect to

1

William Kaufman Organization and Sage Realty Corp. Page Two

May 21, 1975

procedures the employees must follow to obtain employment.

Very truly yours,

Local 32B, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

By

Kevin McCulloch Contract Director Tel. (212) 490-9636

Certified Mail
Return Receipt Requested

	77 Water St	422-7277
	17 12 37.47	
38096	L. Clark Starter	8-5 F
31769	Al lahner "	7-6
33559	C. Arango F.G. HOI	relief 8-5
46188	M. Luzchiw OP.	8-5
40775	J. Brullo Dr	8-5
17413	d Scott DD	8-5
47180	M. Guerrero N.P.	5-1230
40781	1 Staton NP	6-130
35462	A. Montyz N.P	6-130
	(Works in tenent space 2	GTA Floor, Allied
,,	meinterning Contract)	
4036	M. Stefanovic Mi.	6-130
21147	M Garcia N.P	6-130
36606	G. Sanchez NP	6-130
39695	B. Prado NF	(-130.
18234	A Crespe NP.	6-130
47180	Ferry Lee Ralph N.F.	6-130
	F. Romano NI	6-1
14/61	N. Cireldo N.S.	Mother 500 1230
2/272	F Westuck N.S.	
46609		Fr. Set-12-8
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127 John St. 29225 Starter Berdsen 8-5. 9313 J. Quintan 11 8-530 M. Depe 39536 915 615 11 D. Childs. TAM YPM 40800 HOP. E Garhright 36144 J. Rusinzk D.P. · 8-5/17 45/08 E. Pereria 6-3PM 00 DP. 9632 9-614 6. Manjugas P Szatznz 6-130AM F 17383 NP NP C Smalls 28499 L. Greene NP 6- 130 AM F 1030 6AM. 1888 Thux 19242 R. Charenpiuk N.S. Wed Thurs 1000 GA4 N. Hetsil N.S. 28302 Fri 6PH- 133 AM Sot. 3PH.-1174. Sun 10 30 PM d. Gonzalez N.S 6/4-132AM of Faset Bld. Minger Rolph Ardoling. Lecal 94ISRAELŞON & STREIT COUNSELLORS AT LAW 521 FIFTH AVENUE NEW YORK, N. Y. 10017 687-6660

HAROLD G. ISRAELSON ARNOLD R. STREIT JAMES J. P. MANNING RONALD RAAB JOHN F. CORRIGAN ALLEN S. MATHERS

May 23, 1975 By Hand

George Marlin, Esq. 2 West 46th Street New York, New York 10036

TENANCE CORP.

Re: In the Matter of the Arbitration

between
ARTHUR HARCKHAM, President, LOCAL 32B,
SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO
and
SAGE REALTY CORP., THE WILLIAM KAUFMAN ORGANIZATION, ROBERT KAUFMAN, MELVYN KAUFMAN, ALLIED
MAINTENANCE CORP. and PRUDENTIAL BUILDING MAIN-

Dear Sir:

As Contract Arbitrator, pursuant to the provisions of the 1975 Commercial Building Agreement between the Realty Advisory Board on Labor Relations, Inc. (RAB) and Local 32B, Service Employees International Union, AFL-CIO (the Union), the undersigned, as counsel for the Union, request that arbitration be held with respect to the following grievances and complaints on the part of the Union.

Sage Realty Corp., The William Kaufman Organization and Robert Kaufman, et al., are the owners and/or operators of 127 John Street, New York, New York. Sage Realty Corp., The William Kaufman Organization and Melvyn Kaufman, et al., are the owners and/or operators of the premises 77 Water Street, New York, New York. These buildings, as members or the RAB on and after January 2, 1975, are subject to the 1975 Commercial Agreement which was concluded on or about January 2, 1975. There is also a cleaning contractor engaged in each building pursuant to the terms of the existing agreement: Allied Maintenance Corp. at premises 77 Water Street, and Prudential Building Maintenance Corp. at premises 127 John Street, New York, New York.

Pursuant to the provisions of Article I of the 1975 Commercial Agreement, the employer is required to give three weeks notice to the Union of a change in contractor, specifying the name and address of the new contractor[s]; contractor[s] are required to employ the work



George Marlin, Esq. May 23, 1975 Page Two force at the premises and to observe and adopt the provisions of the collective bargaining agreement. It is the Union's complaint that the employer has failed to, and is failing to, and refuses to comply with the governing provisions of Article I of the agreement. Both named contractors have advised of discontinuance of their respective contracts effective May. 31, 1975. We therefore respectfully request that this matter be set down for arbitration before you at the earliest possible date; we also wish to request that, because of the short time remaining until May 31, 1975, hearings be expedited herein. At the arbitration, the Union will request the following relief That the employer be ordered and directed to comply with all provisions of Article I of the 1975 Commercial Building Agreement. That the employer disclose the name and address of the successor contractor[s] to the Union. That the employer be ordered and directed to require such successor contractor[s] as a condition of the contract to offer employment to all present employees at the buildings specified above, respectively; and require the successor contractor[s] to comply with and adopt all of the terms and conditions of the 1975 Commercial Building Agreement as required by Article I. That the employer be ordered and directed to refrain from entering into any contract with any contractor[s] or permit the commencement of work by any successor contractor[s] unless and until requirements of Paragraphs 1, 2 and 3 above have been fully complied with. That the Arbitrator award such other and further relief as may be required under the circumstances. Very truly yours, ISRAELSON & STREIT Arnold R. Streit ARS: dt

Copies[Cert.Mail, Ret.Rec.Req.] to:

Sage Realty Corp and The William
Kaufman Organization
437 Madison Avenue, New York, N.Y.10017
Attn: Mr. Melvyn Kaufman

Sage Realty Corp. and The William Kaufman Organization 437 Madison Avenue, New York, N.Y.2017 Attn: Mr. Robert Kaufman

Allied Maintenance Corp.

2 Penn Plaza, New York, N.Y.10001
Attn: Mr. J. P. McIntyre, Vice President

Prudential Building Maintenance Corp. 1430 Broadway, New York, N.Y. 10018 Attn: Mr. Bernard Young, Vice President

cc: Local 32B, SEIU
1 East 35th Street, New York, N.Y.10016
Mr. John Gweeney
Mr. James Clark
Mr. Kevin McCulloch

GEORGE MARLIN
Contract Arbitrator

2 West 46th Street New York, N.Y. 10036 PLaza 7-3505

In the Matter of the Arbitation between

ARTHUR HARCKHAM, President, LOCAL 32E, SERVICE EMPLOYEES INTERNATIONAL UNION

and

SAGE REALTY CORP., THE WILLIAM KAUFMAN ORGAN IZATION, ROBERT KAUFMAN, MELVYN KAUFMAN, ALLIED MAINTENANCE CORP. and PRUDENTIAL BUILDING MAINTENANCE CORP.

NOTICE OF HEARING

Contract Arbitrator



SIRS:

PLEASE TAKE NOTICE that a hearing on the complaint in the above entitled mattering reasons and a second sec

will be held at my office at 9:30 a.m.

on May 30, 1975

The Union alleges that a dispute has arisen under the Collective Bargaining Agreement between the parties concerning

Compliance by Employer with Sub-Contracting Provisions

Dated: May 23, 1975

To: Sage Realty Corp. and
The William Kaufman Organization
437 Madison Ave., N.Y., N.Y. 10017
Att: Mr. Melvyn Kaufman

Sage Realty Corp. and The William Kaufman Organization 437 Madison Ave., N.Y., N.Y. Att: Robert Kaufman

Allied Maintenance Corp.
2 Penn Plaza, N.Y., N.Y. Att: J.P. McIntyre, Vice Pres.

Prudential Building Maintenance Corp., 1430 B'way, NY, NY Att: Mr. Young

cc: Local 32B, S. E. I. U. Messrs. Sweeney, Clark, McCulloch Arnold Streit, Esq.



Sir:-Please take notice that the within is a (certified) true copy of a duly entered in the office of the clerk of the within

named court on

Dated,

Yours, etc.,

Attorney

Office and Post Office Address

To

Attorney(s) for

NOTICE OF SETTLEMENT

Sir: - Please take notice 'hat an order

of which the within is a true copy will be presented for settlement to the Hon.

one of the judges of the within named Court, at

on the day of

Dated,

Yours, etc.,

Attorney For

Office and Post Office Address

Attorney(s) for

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Local 32B, SEIU, AFL-CIO, Plaintiff.

Index No.

against -

SAGE REALTY CORP., THE WILLIAM KAUFMAN ORGANIZATION, ROBERT KAUFMAN, MELVYN KAUFMAN, ALLIEO MAINTENANCE CORP., AND PRUDEN-TIAL BUILDING MTCE. CORP. Defendants

ORDER TO SHOW CAUSE

ISRAELSON & STREIT

Attorney s for Plaintiff Office and Post Office Address, Telephone 521 Fifth Avenue New York, NY 10017 (212) 687-6660

To

Attorney(s) for

Service of a copy of the within

is hereby admitted.

Dated.

Attorney(s) for

United States District Court

FOR THE

SOUTHERN DISTRICT OF NEW YORK

CIVIL ACTION FILE NO. 25 Cir.) 575

LOCAL 328, SERVICE EMPLOYEES INTERNATIONAL UNION, APL-CIO,

Plaintiff

SUMMONS

SAGE REALTY CORP., THE WILLIAM RADYNAM ORGANIZATION, ROBERT KAUPMAN, MELVYN KAUTMAN, ALLIED MAINTENANCE CORP. and PRUDENTIAL BUYLDING MAINTENANCE CORP.

Defendant

To the above named Defendant :

You are hereby summoned and required to serve upon plote:—After the required only if service is realth to person of according a U ISSYSTSON . To SISKIP pulse.

plaintiff's attorney , whose address

Supposition of the performance of the S21 Pifth Avenue, May, York, N.Y. 10017

Deputy United States Marshall an answer to the complaint which is herewith served upon you, within summons upon you, exclusive of the day of service. If you fail to do so, Judgment by default will be days after service of this taken against you for the relief demanded in the complaint.

[Seal of Court]

Date:

Tolay 28, 1975

Vote:—This summed to Sued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

LOCAL 32B, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO,

Plaintiff,

-against-

SAGE REALTY CORP., THE WILLIAM KAUFMAN ORGANIZATION, ROBERT KAUFMAN, MELVIN KAUFMAN, ALLIED MAINTENANCE CORP., and PRUDENTIAL BUILDING MAINTENANCE CORP.,

COMPLAINT

Defendants

PLaintiff, complaining of defendants, by Israelson & Streit, its attorneys, respectfully alleges:

1. This is an action for an injunction pending arbitration, which also seeks a temporary restraining order and preliminary injunction, to restrain and enjoin an unlawful mass discharge and lockout of employees employed by some or all of the defendants at two office buildings in the City, County and State of New York, in violation of a collective bargaining agreement between the Realty Advisory Board on Labor Relations, Inc. (and plaintiff Union, dated January 1, 1975) by which defendants are bound by reason of membership therein. The wrongful acts hereinafter described are being carried out by the named defendants, or some

of them, and are designed to and will disrupt and dislocate the employment of 35 to 40 building service employees employed at the premises 77 Water Street and 127 John Street, in the City, County and State of New York.

- The acts of defendants hereinafter described, if permitted to occur, will cause plaintiff and the building service employees which it represents as collective bargaining agent, to suffer great and irreparable harm, loss of livelihood, dismissal from employment, loss of welfare and insurance coverage, loss of pension benefits, and will provoke strikes and stoppages affecting interstate commerce. The damage from defendants' activities could not be ascertained or fully remedied and would cause permanent and irreparable harm for which later injunctive relief and damages would be inadequate. Plaintiff and the building service employees whom it represents have no remedy other than the relief sought herein, and no adequate remedy at law. Such immediate substantial and irreparable injury, loss and damage will result to plaintiff and said building service employees before arbitration proceedings now scheduled at plaintiff's request can be fully heard and determined, unless this Court grants the temporary restraining order and preliminary injunction sought by plaintiff,
- 3. Plaintiff is an unincorporated association organized and existing under the laws of the State of New York, and is a labor organization and labor union representing 45,000 building service and maintenance workers in the City of New York. It

maintans its principal office at 1 East 35th Street, City, County and State of New York, and the employees it represents in this action are a group of approximately 35 to 40 building service and maintenance workers employed by the defendants, or some of them, at premises 77 Water Street and 127 John Street, City, County and State of New York, 4. Defendant Sage Realty Corp., upon information and belief, is a New York corporation engaged in the operation and maintenance of premises 127 John Street and 77 Water Street, City, County and State of New York, and has its principal office at 437 Madison Avenue, City, County and State of New York. 5. Defendant, The William Kaufman Organization, is, upon information and belief, an unincorporated association or partnership consisting of William Kaufman, defendant Robert Kaufman, defendant Melvyn Kaufman, and others engaged in the operation and maintenance of the premises 77 Water Street and 127 John Street, City, County and State of New York. Defendant, Robert Kaufman, in addition to being a principal of Sage Realty Corp. and The William Kaufman (anization, is one of the owners of record of the premises 127 John Street, City, County and State of New York. 7. Defendant, Melvyn Kaufman, in addition to being a principal of Sage Realty Corp. and The William Kaufman

Organization, is one of the owners of record of the premises 77 Water Street, City, County and State of New York. 8. Defendant Allied Maintenance Corp. is, upon information and belief, a New York corporation whose shares are listed and traded on the New York Stock Exchange and which, among other substantial business operation, is the building cleaning and maintenance contractor at the premises 77 Water Street in the City, County and State of New York. 9. Defendant Prudential Building Maintenance Corp., is, upon information and belief, a New York corporation, which, among other substantial business operations is the building cleaning and maintenance contractor at the premises 127 John Street, in the City, County and State of New York. 10. Defendants, and each of them, are engaged in interstate commerce within the meaning of the Labor Management Relations Act of 1947, as amended (Title 29, U.S.C. §142), in that they and each of them receive shipments and make deliveries in interstate commerce, as well as by reason of their operation of the foregoing office buildings at 77 Water Street and 127 John Street, City, County and State of New York, which individually meet the tests of interstate operations set forth by the National Labor Relations Board, and the acts complained of herein will burden and obstruct interstate commerce, stopping and impeding the free flow thereof.

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11. The jurisdiction of this Court attaches and is invoked under the Constitution and Laws of the United States, including the Judicial Code (28 U.S.C. §§1331 and 1337) and the Labor Management Relations Act of 1947, as amended, (Title 29, U.S.C. §185(a)), known as §301 of the Taft Hartley Law. This Court has jurisdiction in this case regardless of the citizenship of the parties or the amount involved in the controversy.

- 12. There is no protecte labor dispute involved herein within the meaning of the Norri La ardia Act (29 U.S.C. \$101, et seq.), the acts complained of herein being unlawful and in violation and defiance of a collective bargaining agreement between plaintiff and defendants prohibiting such acts and providing for arbitration of the disputes described herein; and, as stated above, in violation of the Labor Management Relations Act of 1947, as amended.
- bargaining agreement dated January 1, 1975, the term of which runs until becember 31, 1977, and said agreement is valid, subsisting and presently in effect. Said agreement was negotiated and concluded between plaintiff and defendants, as members of an employer association, the Realty Advisory Board on Labor Relations, Inc., while defendants were members of said association with respect to the premises 127 John Street and 77 Water Street, City, and State of New York.
- 14. The said agreement contains full and complete provisions with respect to grievance procedures and binding arbitra-

tion and prohibits lockouts of any kind; and further provides full and complete procedures and job security for employees in the event of contracting out of bargaining unit work or any change of contractor. Such provisions read as follows: "ARTICLE 1 Coverage of Agreement Sub-Contracting 2. The Employer shall not make any agreement or arrangement for the performance of work and/or for the categories of work heretofore performed by emp oyees covered by this agreement except within the provisions and limitations set forth below. 3. The Employer shall give advance written notice to the R.A.B. and the Union at least three (3) weeks prior to the effective date of its contracting for such services, or changing contractors, indicating name and address of the contractor. The Employer shall require the contractor to assume this agreement and to file a subassent hereto with the Union through the R.A.B., and the contractor shall have all the rights and obligations of the Employer hereunder. 6. This Article is intended to be a work preservation provision for the employees employed in a particular building ARTICLE VII Arbitration 1. An Arbitrator shall have the power to decide all differences arising between the parties to this agreement as to interpretation, application or performance of any part of this agreement, and such other issues as are expressly required to be arbitrated before him, including such issues as may be initiated by the Trustees under Article XI.

3. A hearing shall be initially scheduled within two (2) to fifteen (15) working days after either party has served written notice upon the Arbitrator, with copy to the other party, of any issue to be submitted. The Arbitrator's oath-taking, and the period, and the requirements for service of notice in the form prescribed by statute are hereby waived. A written award shall be made by the Arbitrator within ten (10) days after the hearing closes The procedure herein with respect to matters over which 'he Arbitrator has jurisdiction shall be the sole and exclusive method for the determination of 1 such issues, and the Arbitrator shall have the power to award appropriate remedies, the award being final and binding upon the parties and the employee or employees, Employer or Employers involved. Nothing herein shall be construed to forbid either party from resorting to court for relief from, or to enforce rights under, any award 7. George Marlin, Esq., is hereby designated as Contract Arbitrator. ARTICLE VII No Strikes or Lockouts There shall be no work stoppage, strike, lockout or picketing except as provided in Sections 2 and 3 of this Article. If this provision is violated, the matter may be submitted immediately to the Arbitrator Plaintiff's members covered under such collective bargaining agreement include building service and maintenance employees at the premises 127 John Street and 77 Water Street, City, County and State of New York; on or about April 29, 1975, defendant Allied Maintenance Corp. received a notice from defendants Sage Realty Corp. and The William Kaufman Organization cancelling their contract for building service and maintenance services being performed at 77 Water Street, effective May 31, 1975; on

3. A hearing shall be initially scheduled within two (2) to fifteen (15) working days after either party has served written notice upon the Arbitrator, with copy to the other party, of any issue to be submitted. The Arbitrator's oath-taking, and the period, and the requirements for service of notice in the form prescribed by statute are hereby waived; A written award shall be made by the Arbitrator within ten (10) days after the hearing closes . The procedure herein with respect to matters over which the Arbitrator has jurisdiction shall be the sole and exclusive method for the determination of all such issues, and the Arbitrator shall have the power to award appropriate remedies, the award being final and binding upon the parties and the employee or employees, Employer or Employers involved. Nothing herein shall be construed to forbid either party from resorting to court for relief from, or to enforce rights under, any award 7. George Marlin, Esq., is hereby designated as Contract Arbitrator. ARTICLE VII No Strikes or Lockouts There shall be no work stoppage, strike, lockout or picketing except as provided in Sections 2 and 3 of this Article. If this provision is violated, the matter may be submitted immediately to the Arbitrator Plaintiff's members covered under such collective rgaining agreement include building service and maintenance employees at the premises 127 John Street and 77 Water Street, City, County and State of New York; on or about April 29, 1975, defendant Allied Maintenance Corp, received a notice from defendants Sage Realty Corp. and The William Kaufman Organization cancelling their contract for building service and maintenance services being performed at 77 Water Street, effective May 31, 1975; on

or about April 29, 1975, defendant Prudential Building Maintenance Corp. received a notice from defendants Sage Realty Corp: and The William Kaufman Organization cancelling their contract for building service and maintenance services being performed at 127 John Street, effective May 31, 1975. Despite requests the defendants, other than Allied and Prudential, have failed and refused and continue to refuse to comply with the provisions concerning contracting of work contained in the collective bargaining agreement between them and the plaintiff, and have failed and refused to advise the plaintiff or the name of the successor contractor, failed and refused to arrange for or offer employment to the work force at such premises, failed and refused to meet and discuss such grievances with plaintiff as required by the provisions of said agreement, threatened to discharge or cause the discharge of building service and maintenance employees employed at both premises in violation of provisions of said agreement, and failed and refused to follow the grievance procedures provided by said agreement. 16. As a result of the foregoing, plaintiff has demanded arbitration with respect to said violations and threatened violations of the collective bargaining agreement, and an initial hearing before the Contract Arbitrator has been set : down for May 30, 1975. 17. As hereinabove stated, said violations and threatened violations of the collective bargaining agreement, involving loss of employment, seniority pension benefits, welfare

- 8 -

and insurance benefits and livelihood, there is no adequate remedy at law and the injury to be inflicted will result in irreparable harm to plaintiff and its member employees herein-above described. The foregoing acts and threatened acts constitute flagrant breaches of the collective bargaining agreement between the parties remediable only by hearings before the Arbitrator and that a preliminary injunction and temporary restraining order are necessary in aid of such proceedings and to maintain the status quo pending arbitration.

WHEREFORE, plaintiff prays that this Court issue a temporary restraining order and preliminary injunction and that this Court make such injunction permanent on the final hearing, said injunction to be entered enjoining the defendants, their officers, agents, representatives and employees, and all persons acting in concert or participating with them from:

- 1. Dismissing, or permitting or requiring any contractor to dismiss, from their employment, any employee presently employed as a building service of maintenance worker at the premises 77 Water Street in the City, County and State of New York, and 127 John Street in the City, County and State of New York;
- 2. Engaging or permitting any building service or maintenance contractor to undertake cleaning services or maintenance work at the premises 127 John Street or 77 Water Street in the City, County and State of New York, unless and until such contractor employs the full complement of building service and maintenance employees at said premises upon the terms and

conditions set forth in the 1975 R.A.B.-Local 32B Commercial Building Agreement.

3. Doing or permitting any of the acts hereinabove set forth in paragraphs 1 and 2 of this prayer for relief pending final and binding arbitration and/or final enforcement of the Arbitrator's Award in a court of law if it becomes necessary; and that the Court require defendants to proceed to arbitration before George Marlin, Esq., Contract Arbitrator, and that the Court award to plaintiff such other and further relief as may seem just and proper, and plaintiff's costs and disbursements of this action.

ISRAELSON & STREIT Attorneys for Plaintiff Office & P.O. Address 521 Fifth Avenue New York, New York 10017

By: Michel

Arnold R. Streit

STATE OF NEW YORK)

COUNTY OF NEW YORK)

JOHN SWEENEY, being duly sworn, deposes and says:

Employees International Union, AFL-CIO, the unincorporated association named in the within entitled action; that he has read the foregoing Complaint and knows the contents thereof; that the same is true to his own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters he believes it to be true. Deponent further says that the reason this verification is made by deponent and not by plaintiff, is that the plaintiff is an unincorporated association and deponent is an officer thereof.

JOHN SWEENEY

Sworn to before me this

Wester The

28th-day of May, 1975

JAMES J. P. MANNING Notary Public, State of Hew York No. 60-7701075 Qualified in Westchester County Term Expires March 30, 1974 duly

Dåt

Atto

To

Sir

of

on

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entered in the office of the clerk of the within ed court on

Yours, etc.,

rney for

d, 7

Office and Post Office Address

rney(s) for

NOTICE OF SETTLEMENT

-Please take notice that an order

which the within is a true copy will be presented settlement to the Hon.

of the judges of the within named Court, at

day of M. the ;

Yours, etc.,

ed,

torney for

Office and Post Office Address

torney(s) fo

Year 19

UNITED STATES DISTRICT GEORGE FOR THE SOUTHERN DISTRICT OF NEW YORK

Local 32B, SEIU, AFL-MIO. plaintiff

- against -

Sage Realty Corp., The William Raufman Organization, Robert Kaufman, Melvyn Kaufman, Allied Maintenance Corp., and Prudential Building Mtce. Corp.

perendants.

EURMONS & COMPLAINT

IBRABISON & STRRIT

Plaintiff Attorney for

Office and Post Office Address, Telephone

521 Fifth Avoue New York, MY 10017

Attorney(s) for

Service of a copy of the within

is hereby admitted.

Dated,

Attorney(s) for

1800-01973, JULIUS BLUMBERG, INC., 80 EXCHANGE PLACE, N.Y. 10004

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

LOCAL 32B, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO,

75 CIV. 2525

Plaintiff,

ISBAPLSON & STREIT

-against-

SAGE REALTY CORP., THE WILLIAM KAUFMAN ORGANIZATION POBERT KAUFMAN, MELVYN KAUFMAN, D MAINTENANCE CORP. and PRUDENTIAL BUILDING MAINTENANCE CORP., WILLIAM KAUFMAN, LOUIS FEIL,

ANSWER

Defendants.

Defendant Sage Realty Corp. for its answer:

- 1. Denies each and every allegation contained in paragraph 1 of the complaint, except admits that this is an action for an injunction which also seeks a temporary restraining order and preliminary injunction.
- Denies each and every allegation contained in paragraphs
 5, 9, 12, 13, 14 and 17 of the complaint.
- 3. Denies each and every allegation contained in paragraph 3 of the complaint except admits that plaintiff is a labor organization and labor union and maintains its principal office at 1 East 35th Street, City, County and State of New York.
- 4. Denies each and every allegation contained in paragraph 4 of the complaint except admits that defendant Sage Realty Corp. is a New York Corporation, engaged in the operation of premises 127 John Street and 77 Water Street, City, County and State of New York and has its principal office at 437 Madison Avenue, City, County and State of New York.

- 5. Denies each and every allegation contained in paragraph 6 of the complaint except admits that defendant Robert Kaufman is one of the owners of record of the premises 127 John Street, City, County and State of New York.
- 6. Denies each and every allegation contained in paragraph 7 of the complaint except admits that defendant Melvyn Kaufman is one of the owners of record of the premises 77 Water Street, City, County and State of New York.
- 7. Denies each and every allegation contained in paragraph 8 of the complaint except denies knowledge or information sufficient to form a belief that the shares of Allied Maintenance Corp. are listed and traded on the New York Stock Exchange.
- 8. Denies each and every allegation contained in paragraph 10 of the complaint except admits that the operation of the office buildings at 77 Water Street and 127 John Street, City, County and State of New York individually meets the test of interstate operations set forth by the National Labor Relations Board.
- 9. Denies each and every allegation contained in paragraph 15 of the complaint except admits that on or about April 29, 1975 defendant Allied Maintenance Corp. received a notice from defendant Sage Realty Corp. cancelling a certain contract between Allied Maintenance Corp. and Sage Realty Corp. effective May 31, 1975 and defendant Prudential Building Maintenance Corp. received a notice from defendant ange Realty Corp. cancelling a certain contract between Prudential Building Maintenance Corp. and Sage Realty Corp. effective May 31, 1975.

10. Denies each and every allegation contained in paragraph 16 of the complaint except admits that plaintiff has demanded arbitration and that an initial hearing before the Contract Arbitrator was set down for May 30, 1975.

FIRST DEFENSE

11. The complaint fails to state a claim against defendant Sage Realty Corp. upon which relief can be granted.

SECOND DEFENSE

12. The alleged Collective Bargaining Agreement mentioned in paragraph 13 of the complaint is invalid as to defendant Sage Realty Corp. in that (a) said agreement violates 29 USC Sec. 159(a) because Sage Realty Corp. does not now nor did it when said agreement was executed, employ any employees covered by said agreement, and (b) said agreement and more particularly Article I thereof violates 29 USC Sec. 158(e).

THIRD DEFENSE

13. Plaintiff had notice on or about May 1, 1975 that defendant Sage Realty Corp. had cancelled the contract for building service and maintenance services with defendant Allied Maintenance Corp., performed at 77 Water Street and with defendant Prudential Building Maintenance Corp. performed at 127 John Street; that plaintiff refrained from commencing this action until on or about May 29, 1975 and has thereby been guilty of

such laches as should in equity bar the plaintiff from maintaining this action.

WHEREFORE, defendant Sage Realty Corp. demands judgment against plaintiff dismissing the complaint herein and awarding to said defendant the costs and disbursements of this action.

Dated: New York, New York June 18, 1975

DUBLIRER, HAYDON & STRACI
Attorneys for Defendant Sage Realty Corp
Office & P.O. Address
67 Wall Street
New York, New York 10005
[212] 943-0880

By Harold Dublier

. 7.5 ·CIV. 2525_

ALCTA

Index No.

Year 19

UNITED ST.LES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

LOCAL 32B, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO,

-against-

Plaintiff,

SAGE REALTY CORP., THE WILLIAM KAUFMAN ORGANIZATION, ROBERT KAUFMAN, MELVYN KAUFMAN, ALLIED MAINTENANCE CORP. and PRUDENTIAL BUILDING MAINTENANCE CORP., WILLIAM KAUFMAN, LOUIS FEIL,

Defendants

COPY

ANSWER

DUBLIRER, HAYDON & STRACI

Attorneys for

defendant Sage Realty Corp.

67 WALL STREET
BOROUGH OF MANHATTAN, NEW YORK, N.Y. 10005
(212) 943-0880

To:		推荐。2. · · · · · · · · · · · · · · · · · · ·			
Attorney(s) for					
Service of	f a copy of the within		is hereby admitted		
Dated:			i i i i i i i i i i i i i i i i i i i		
		Attorney(s) for			
PLEASE	TAKE NOTICE				
NOTICE OF ENTRY	that the within is a (certified) true copy of a entered in the office of the clerk of the within named court on 19				
NOTICE OF SETTLEMENT	that an Order of which the within is a true copy will be presented for settlement to the Hon. one of the judges of the within named Court,				
	at on	19 , at	M		

DUBLIRER, HAYDON & STRACI

Attorneys for

67 WALL STREET BOROUGH OF MANHATTAN, NEW YORK, N.Y. 10005

To:

Dated:

Attorney(s) for

N912 CL

200 SHIFFELD STREET, MOUNTAIN

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

LOCAL 32B, SERVICE EMPLOYERS INTERNY ELDNAL UNION, AFL-CIO,

75 Civ. 2525

Plaintiff,

-against-

ANSWER

SACE REALTY CORP., THE WILLIAM .
KAUFMAN ORGANIZATION, ROBERT KAUFMAN,
MELVYN KAUFMAN, ALLIED MAINTENANCE
CORP., AND PRUDENTIAL BUILDING
MAINTENANCE CORP.,

Defendants.

Defendants William Kaufman Organization, Robert Kaufman, Melvyn Kaufman, William kaufman and Louis Feil, by their attorneys, Rosenman Colin Kaye Petschek Freund & Emil, for their answer to the complaint herein, allege as follows:

- 1. Deny each and every allegation contained in paragraph 1 of the complaint, except admit that this is an action for an injunction pending arbitration which also seeks a temporary restraining order or preliminary injunction.
- 2. Deny each and every allegation contained in paragraphs 2, 5, 12, 13 and 17 of the complaint.
- 3. Deny knowledge or information sufficient to form a belief as to the truth of each and every allegation contained in paragraphs 3 and 14 of the complaint.
- 4. Deny each and every allegation contained in paragraph 4 of the complaint, except admit that defendant Sage Realty Corp. is a New York corporation and has its principal

office at 437 Madison Avenue, City, County and State of New York. 5. Deny each and every allegation contained in paragraph 6 of the complaint, except admit that defendant Robert Kaufman is a principal of Sage Realty Corp. and is one of the owners of record of the premises at 127 John Street, City, County and State of New York. 6. Deny each and every allegation contained in paragraph 7 of the complaint, except admit that defendant Melvyn Kaufman is a principal of Sage Realty Corp. and is one of the owners of record of the premises at 77 Water Street, City, County and State of New York. 7. Deny knowledge or information sufficient to form a belief as to the truth of each and every allegation contained in paragraph 8 of the complaint, except admit that defendant Allied Maintenance Corp. was the building cleaning and maintenance contractor at the premises at 77 Water Street, City, County and State of New York. 8. Deny knowledge or information sufficient to form a belief as to the truth of each and every allegation contained in paragraph 9 of the complaint, except admit that defendant Prudential Building Maintenance Corp. was the building cleaning and maintenance contractor at the premises at 127 John Street, City, County and State of New York. 9. Deny each and every allegation contained in paragraph 10 of the complaint, except admit that the operation of the office buildings at 77 Water Street and . 5 -

127 John Street, City, County and State of New York individually meet the tests of interstate operations set forth by the Mational Labor Relations Board. 10. Deny each and every allegation contained in paragraph 15 of the complaint, except admit that, on or about April 29, 1975, defendant Allied Maintenance Corp. received notice from defendant Sage Realty Corp. terminating a contract, pursuant to its terms, effective May 31, 1975, and refers to said document for the terms and conditions thereof and the parties thereto and admit that, on or about April 29, 1975, defendant Prudential Building Maintenance Corp. received notice from defendant Sage Realty Corp. terminating a contract, pursuant to its terms effective, May 31, 1975, and refer to said document for the terms and conditions thereof and the parties thereto. 11. Deny each and every allegation contained in paragraph 16 of the complaint, except admit that plaintiff has demanded arbitration and an initial hearing before the Contract Arbitrator had been set down for May 30, 1975. For a First Defense 12. Plaintiff is barred from seeking injunctive relief by reason of laches. Plaintiff knew of the termination of agreements with Allied and Prudential on or about May 1, 1975 and first sought a temporary restraining order on or about May 29, 1975, less than 48 hours before a new cleaning contractor was to commence work on the premises. -3-

For a Second Defense

13. None of defendants William Kaufman Organization, Robert Kaufman, Melvyn Kaufman, William Kaufman and Louis Feil is party to or bound by any agreement with plaintiff requiring the arbitration of any disputes between plaintiff and any of said defendants.

For a Third Defense

- 14. None of defendants William Kaufman Organization,
 Robert Kaufman, Melvyn Kaufman, William Kaufman and Louis
 Feil is an employer of any cleaning and maintenance employees
 at the premises located at 77 Water Street or 127 John Street,
 City, County and State of New York.
- 15. The alleged collective bargaining contract upon which plaintiff relies constitutes a violation of Section 8 (a) of the Labor Management Relations Act of 1947, as amended (Title 29, U.S.C. §158(e)).

WHEREFORE, defendants William Kaufman Organization, Robert Kaufman, Melvyn Kaufman, William Kaufman and Louis Feil demand judgment against plaintiff:

- A. Dismissing the complaint herein; and
- B. Awarding to defendants the costs and disbursements of this action.

ROSENMAN COLIN KAYE PETSCHEK FREUND & EMIL Attorneys for Defendants William Kaufman Organization, Robert Kaufman, Melvyn Kaufman, William Kaufman and Louis Feil 575 Madison Avenue
New York, New York 10022

By Martner H. - 450

75 Civ. 2525

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

LOCAL 32B, SERVICE EMPLOYERS INTERNATIONAL UNION, AFL-CIO,

Plaintiff,

-against-

SAGE REALTY CORP., et al.,

Defendants.

COPY

ANSWER

Rosenman Colin Kaye Petschek Freund & Emil

Attorneys for Defendants: William Kaufman Organization, Robert Kaufman, Melvyn Kaufman, William Kaufman and Louis Feil

575 Madison Avenue

Borough of Manhattan New York City

MUITAN HILL 2-78200

644-7000



SERVICE OF A COPY OF THE WITHIN PLEADINGS IS HEREBY ADMITTED. RUSENMAN COLIN KAYE PETSCHEK FREUND & EMIL dated: 575 MADISON AVENUE
NEW YORK, N. Y. 10022 dated: 6/30/75 COPY REGEIVED DATE O for Defendants William Kaufman Organization ATTORNEYS FOR William, Robert and Melvyn Kaufman, Louis Feil dated: 6/3/75 dated: for Defendant Allied Maintenance Corp. for Defendant Prudential Building Maintenance Corp. Date Date RECEIVING 30, 75 CORY RECEIVED KAYE, SCHOLER, FIERMAN, HAYS & HANDLER ley Wou Attorney(s) for_